

APPENDIX

Supreme Court, U. S.

FILED

DEC 4 1978

MICHAEL RODAK, JR., CLERK

IN THE
Supreme Court of the United States
OCTOBER TERM, 1977

No. 77-1806

FORD MOTOR COMPANY
(CHICAGO STAMPING PLANT),
Petitioner,

v.

NATIONAL LABOR RELATIONS BOARD,
and
LOCAL 588, UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW,
Respondents.

ON WRIT OF CERTIORARI TO THE UNITED STATES
COURT OF APPEALS FOR THE SEVENTH CIRCUIT

PETITION FOR CERTIORARI FILED JUNE 21, 1978
CERTIORARI GRANTED OCTOBER 10, 1978

TABLE OF CONTENTS

	Page
COMPLAINT AND NOTICE OF HEARING	1
ANSWER	8
REPORT OF PROCEEDINGS	12
JOINT EXHIBIT 5	67
JOINT EXHIBIT 7	69
JOINT EXHIBIT 8	71
JOINT EXHIBIT 13	74
JOINT EXHIBIT 14	75
JOINT EXHIBIT 15	77
JOINT EXHIBIT 19	78
JOINT EXHIBIT 20	80
JOINT EXHIBIT 21	81
ORDER GRANTING CERTIORARI	100

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-CA-15340

FORD MOTOR COMPANY
(CHICAGO STAMPING PLANT)

and

LOCAL 588, UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA

COMPLAINT AND NOTICE OF HEARING

It having been charged by Local 588, United Automobile, Aerospace and Agricultural Implement Workers of America (herein called Local 588) that Ford Motor Company (Chicago Stamping Plant) (herein called Respondent), has engaged in, and is engaging in, certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C., Sec. 151, *et seq.* (herein called the Act), the General Counsel of the National Labor Relations Board, on behalf of the National Labor Relations Board (herein called the Board), by the undersigned Regional Director for the Thirteenth Region, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, Series 8, as amended, hereby issues this Complaint and Notice of Hearing and alleges as follows:

I

The charge herein was filed by Local 588 on April 12, 1976, and was served on Respondent, by registered mail, on April 14, 1976.

II

(a) Respondent is, and has been at all times material herein, a Delaware corporation.

(b) Respondent, at all times material herein, has maintained an office and place of business at 1000 East Lincoln Highway, Chicago Heights, Illinois (herein also called Respondent's facility) where it is engaged in the manufacture and distribution of automobiles and automobile parts.

(c) During the past calendar year, a representative period, Respondent, in the course and conduct of its business operations described above in subparagraph (b) of this paragraph, manufactured and distributed at its facility products valued in excess of \$500,000, of which products valued in excess of \$50,000 were shipped from said facility to points located outside the State of Illinois.

(d) During the past calendar year, a representative period, Respondent, in the course and conduct of its business operations described above in subparagraph (b) of this paragraph, purchased and caused to be transported and delivered to its facility, goods and materials, valued in excess of \$50,000, directly from points outside the State of Illinois.

(e) Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Sections 2(6) and 2(7) of the Act.

III

Local 588 is, and at all times material herein has been, a labor organization within the meaning of Section 2(5) of the Act.

IV

At all times material herein, the following named persons have occupied the positions set opposite their respective names, and have been, and are now, agents of Respondent, acting on its behalf, within the meaning of Section 2(13) of the Act, and supervisors within the meaning of Section 2(11) of the Act:

Thomas Brown—Industrial Relations Manager

Richard L. Smith—Supervisor of Hourly Personnel and Labor Relations

Harry Androsko—Employee Services Manager

Robert Jaranowski—Senior Labor Relations Representative

Lou Cecchini—Labor Relations Representative

Barrett Whitcomb—Labor Relations Representative

Shelly Bates—Labor Relations Representative

V

All production and maintenance employees in the Respondent's facility described above in paragraph II(b), but excluding general office employees and clerical employees other than shipping and receiving clerks, employees in the Industrial Relations and methods and work standards department, employees engaged in designing, drafting, laboratory, photo-

graphic and other technical, experimental and/or research work, cafeteria and dining room employees, plant protection and fire department employees, guards, professional employees, foremen, trainee foremen and all other supervisors as defined in the Act, constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9 (b) of the Act.

VI

On or about August 17, 1956, a majority of the employees in the unit described above in paragraph V, by secret ballot election in Case No. 13-RC-5122, designated and selected International Union, United Automobile, Aircraft and Agricultural Implement Workers of America (hereinafter referred to as the International UAW) as their exclusive representative for the purpose of collective bargaining with Respondent, and on August 27, 1956, the Regional Director for the Thirteenth Region certified the International UAW as the exclusive bargaining representative of the employees in the unit described above in paragraph V.

VII

At all times since August 17, 1956, and by virtue of the Certification of Representative issued in Case No. 13-RC-5122, the International UAW has been the designated and selected representative for the purpose of collective bargaining of all the employees in the unit described above in paragraph V, and, by virtue of Section 9(a) of the Act, has been, and is now, the exclusive representative of all the employees in said unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

VIII

Since in or about 1956, Local 588 has negotiated successive local contracts with respect to topics specifically delegated to the local unions by agreement of the International UAW and Respondent, or items specified in the collective bargaining agreement between International UAW and Respondent which give local negotiators a choice of options, or items which through the parties collective bargaining history have been subject to local negotiations.

IX

(a) On or about October 31, 1973, Respondent and the International UAW entered into a collective bargaining agreement with an effective date of November 19, 1973 and a termination date of September 14, 1976.

(b) On or about June 19, 1974, Respondent entered into a local agreement with Local 588 regarding local conditions relating to the employees in the unit described above in paragraph V, and said agreement has an effective date of June 20, 1974 and a termination date of September 14, 1976.

(c) At all times material herein, Local 588 has requested and is requesting Respondent to bargain collectively with respect to local terms and conditions of employment as the exclusive representative of all employees in the unit described above in paragraph V.

(d) Commencing on or about February 18, 1976, and continuing to date, Respondent did refuse, and continues to refuse, to bargain collectively with Local

588 as the exclusive bargaining representative of the employees in the unit described above in paragraph V, in that on or about February 18, 1976, and continuing to date, Respondent refused to negotiate with Local 588 representatives with regard to prices and services of food provided for sale to employees in the unit described above in paragraph V through cafeteria and vending operations at Respondent's facility.

(e) Commencing on or about April 9, 1976, and continuing to date, Respondent did refuse, and continues to refuse, to bargain collectively with Local 588 as the exclusive bargaining representative of the employees in the unit described above in paragraph V, in that on or about April 9, 1976, and continuing to date, Respondent has failed and/or refused to provide Local 588 with information necessary for contractual administration and negotiations with regard to prices and services of food provided for sale to employees in the unit described above in paragraph V through cafeteria and vending operations at Respondent's facility.

X

By the acts and conduct described above in paragraphs IX(d) and IX(e), and by each of said acts, Respondent has engaged in, and is engaging in, unfair labor practices affecting commerce within the meaning of Sections 8(a)(5) and 8(a)(1) and Sections 2(6) and 2(7) of the Act.

PLEASE TAKE NOTICE that on the 16th day of August 1976, at 11:00 a.m. in Room 881, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois 60604, a hearing will be conducted before a duly designated Administrative Law

Judge of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

YOU ARE FURTHER NOTIFIED that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, Series 8, as amended, the Respondent shall file with the undersigned Regional Director, acting in this matter as an agent of the National Labor Relations Board, an original and four (4) copies of an Answer to said Complaint within ten (10) days from the service thereof, and that unless it does so, all of the allegations in the Complaint shall be deemed to be admitted to be true and may be so found by the Board. Immediately upon the filing of its Answer, Respondent shall serve a copy thereof on each of the other parties.

Form NLRB-4668, Statement of Standard Procedures in Formal Hearings Held Before the National Labor Relations Board in Unfair Labor Practice Cases, is attached.

DATED at Chicago, Illinois, this 26th day of May, 1976.

/s/ Alex V. Barbour
ALEX V. BARBOUR
Regional Director
National Labor Relations Board
Thirteenth Region
Room 881
Everett McKinley Dirksen Bldg.
219 South Dearborn Street
Chicago, Illinois 60604

UNITED STATES OF AMERICA
BEFORE THE
NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-CA-15340

FORD MOTOR COMPANY
(CHICAGO STAMPING PLANT)

and

LOCAL 588, UNITED AUTOMOBILE, AEROSPACE AND
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

ANSWER TO COMPLAINT

Now comes Ford Motor Company (hereinafter referred to as "Respondent") and in answer to the Complaint states as follows:

Paragraphs I-III

Respondent admits the allegations in Paragraphs I-III.

Paragraph IV

Respondent admits the allegations in Paragraph IV of the Complaint except that Mr. L. Cecchini was Industrial Relations Manager at the Respondent's Chicago Heights, Illinois Stamping Plant until October 1975 and Mr. T. Brown has been Industrial Relations Manager at the Respondent's Chicago Heights Stamping Plant since that date. Mr. Harry Andrasco is Employee Services Supervisor. Mr. Shelly Bates is Salaried Personnel Supervisor and

Mr. B. Whitcomb terminated his employment with the Respondent in April 1975.

Paragraphs V-VII

Respondent admits the allegations in Paragraphs V-VII.

Paragraph VIII

Respondent admits the allegations in Paragraph VIII concerning local agreements with respect to certain items specified in the agreement between the International Union and Respondent, but further answering avers that Local 588 had and has no status in connection with such agreements other than as a subordinate administrative component of the International Union which continues to be the exclusive statutory representative of the hourly rated employees at Respondent's Chicago Heights, Illinois Plant, described in Paragraph V of the Complaint.

Paragraph IX

(a) Respondent admits the allegations of Subparagraph (a).

(b) With respect to Subparagraph (b), Respondent admits the existence of the local agreement, pursuant to the 1973 collective bargaining agreement, regarding certain local conditions at the Chicago Heights Stamping Plant relating to the employees in the unit described in Paragraph V of the Government's Complaint. Respondent further admits that the local agreement has an effective date of June 20, 1974 and a termination date of September 14, 1976. However, Respondent further avers that Local

588 had and has no status in connection with such agreements other than as a subordinate administrative component of the International Union which continues to be the exclusive statutory representative of the employees at Respondent's Chicago Heights Plant, described in Paragraph V of the Complaint.

(c) With respect to Subparagraph (c), Respondent admits the request from the Local Union to bargain collectively with respect to local terms and conditions of employment at the Chicago Heights Stamping Plant but reiterates that Local 588 had and has no status with respect to such bargaining other than as a subordinate administrative component of the International Union, which continues to be the exclusive statutory representative of the hourly rated employees at Respondent's Chicago Heights Plant.

(d) With respect to Subparagraph (d), Respondent admits that it did refuse and continues to refuse to bargain collectively with the International Union or with Local 588, as a subordinate administrative component of the International Union, with regard to prices and services of food provided for sale to hourly rated employees, in the unit described in Paragraph V of the Complaint, through cafeteria and vending operations at Respondent's facility, and, further answering avers that it had no duty under the Act to bargain with respect to such matters; and further answering avers that the Company and the International Union have agreed in Article X, Section 10, of the 1973 collective bargaining agreement that neither shall be obligated to bargain collectively with respect to any subject or matter referred to or covered in the agreement or to any subject or matter

not specifically referred to or covered in the 1973 collective bargaining agreement.

(e) With respect to Subparagraph (e) of the Complaint, Respondent admits that it has refused to provide the International Union with information with regard to prices of food provided for sale to employees in the unit described in Paragraph V of the Complaint to cafeteria and vending operations at Respondent's Chicago Heights facility, but for the reasons stated in Subparagraph (d) immediately above avers that it had no duty to provide such information or to bargain collectively with respect thereto.

Paragraph X

Respondent denies that the actions complained of were improper or constituted unfair labor practices within the meaning of the cited Sections of the Act.

Joseph A. O'Reilly
William J. Rooney
Attorneys for Ford Motor Company

By /s/ William J. Rooney
WILLIAM J. ROONEY
The American Road—Room 1021
Dearborn, Michigan 48121
(313) 322-1363

Dated: June 4, 1976

OFFICIAL REPORT OF PROCEEDINGS

* * *

BEFORE THE
NATIONAL LABOR RELATIONS BOARD
THIRTEENTH REGION

Case No. 13-CA-15340

IN THE MATTER OF:

FORD MOTOR COMPANY
(CHICAGO STAMPING PLANT)

and

LOCAL 588, UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA

* * *

Monday, August 16, 1976

Pursuant to notice, the above-entitled matter came
on for hearing at 11:00 o'clock a.m.

* * *

[3] PROCEEDINGS

ADMINISTRATIVE LAW JUDGE WINKLER:

The hearing will come to order.

This is a hearing before the National Labor Relations Board in the matter of Ford Motor Company, Case No. 13-CA-15430.

My name is Ralph Winkler.

Will Counsel and other representatives of the parties please state their appearances for the record?

MR. DUBE: For the General Counsel, Lawrence E. Dube.

MR. ZIEGLER: And Frank J. Ziegler.

JUDGE WINKLER: For Respondent?

MR. SCHUR: For the Charging Party, Jerome Schur of the law firm of Katz & Friedman, Seven South Dearborn Street, Chicago, Illinois.

JUDGE WINKLER: For Respondent?

MR. ROONEY: For the Respondent, Ford Motor Company, William J. Rooney, Office of the General Counsel, Ford Motor Company, the American Road, Dearborn, Michigan.

JUDGE WINKLER: General Counsel, please proceed.

MR. DUBE: Your Honor, at this point I offer the formal papers, General Counsel's Exhibit 1(a) through 1(f), 1(f) being an index and description of the formal papers. The exhibit has been shown to both the Charging Party and Respondent.

[4] JUDGE WINKLER: Received.

(The documents heretofore marked General Counsel's Exhibit No. 1(a) through 1(f) for identification, were received in evidence.)

JUDGE WINKLER: I take it that—I am familiar with the Pleadings in the case—that the principal issue we have here is whether bargaining about the food, et cetera, was a mandatory subject of bargaining. Is that the issue we have?

MR. ROONEY: That is the main issue. There is also an issue—

JUDGE WINKLER: We have a subsidiary zipper clause issue?

MR. ROONEY: Yes.

MR. DUBE: Based on some off-the-record discussions this morning, the parties are willing to stipulate to a substantial amount of factual data relating to the issues in this case, and what I would propose is that we begin reading those stipulations that have been achieved so far into the record and start putting exhibits in as Joint Exhibits.

JUDGE WINKLER: You are at bat.

MR. DUBE: Pardon me?

JUDGE WINKLER: You are at bat.

MR. DUBE: Okay. The first stipulation: Employees at the facility of Respondent involved in this proceeding, Chicago Stamping Plant, are engaged in stamping automotive parts for shipment to Respondent's assembly plants located [5] throughout the United States. There are currently approximately 3600 employees in the bargaining unit, which is described in Paragraph 5 of the Complaint.

Mark this as Joint Exhibit 1.

(The document referred to was marked Joint Exhibit No. 1 for identification.)

MR. DUBE: Joint Exhibit 1 is a list of the number of bargaining unit employees shown in six separate years with the figures being a yearly average of employees in the unit.

JUDGE WINKLER: Off the record.

(Discussion off the record.)

JUDGE WINKLER: Let's go on the record.

Thus far we are—all parties are stipulating that Joint Exhibit 1 come in, is that correct?

MR. ROONEY: Yes, sir.

JUDGE WINKLER: All right. Received.

(The document heretofore marked Joint Exhibit No. 1 for identification, was received in evidence.)

MR. DUBE: Further we proposed to stipulate the Chicago Stamping plant is located in Chicago Heights, Illinois, approximately ten miles south of Chicago. The population of Chicago Heights is approximately 40,900. The population of East Chicago Heights is approximately 6,400. There are more than a dozen industrial plants to the north and west of the [6] Chicago Stamping Plant, located within several miles of the Chicago Stamping Plant, employing a total of several thousand persons.

Mark this as Joint Exhibit 2.

(The document referred to was marked Joint Exhibit No. 2 for identification.)

MR. DUBE: I propose to stipulate that the document which has been marked as Joint Exhibit 2 is a true and accurate copy of the map of the area in which the Chicago Stamping Plant is located. The scale of miles affixed to the exhibit accurately portrays the scale of the map. The depiction of the Chicago Stamping Plant on the map is a depiction of the plant only and is not a scale depiction of the plant. The point marked as X on Joint Exhibit 2 accurately locates the location of the junction between Cottage Grove Avenue and the sole driveway authorized for use during lunch or meal periods by bargaining unit employees leaving, leaving or entering, the plant premises by vehicle or foot.

Based on the stipulation, I would offer Exhibit 2.

MR. ROONEY: No objections.

MR. SCHUR: No objection.

JUDGE WINKLER: All right. Received.

(The document heretofore marked Joint Exhibit No. 2 for identification, was received in evidence.)

MR. DUBE: I further propose to stipulate Respondent [7] operates three shifts at the Chicago Stamping Plant. The day shift begins at 7 a.m. and ends at 3:30 p.m.; the afternoon, also referred to as evening, shift begins work at 4 p.m. and ends at 12:30 a.m.; the night, also referred to as midnight, shift begins work at 12 midnight and ends at 8:30 a.m. The day and evening shifts are operating production shifts. Each production shift employees approximately 1500 to 1600 bargaining unit employees. The night shift is engaged in set-up and maintenance work and employees approximately 500 bargaining unit employees. A small number of skilled employees included in the bargaining unit begin work shortly before or after the shift starting times just described.

Mark this as Joint Exhibit 3.

(The document referred to was marked Joint Exhibit No. 3 for identification.)

MR. DUBE: I propose a stipulation that the document marked Joint Exhibit 3, purporting to be a bus schedule for the South Suburban Safeway Lines, is a true and accurate representation of bus service as listed on the schedule. I would offer Joint Exhibit 3.

MR. ROONEY: Without objection.

MR. SCHUR: Agreed.

JUDGE WINKLER: Received.

[8] (The document heretofore marked Joint Exhibit No. 3 for identification, was received in evidence.)

MR. DUBE: I further proposed a stipulation that bargaining unit employees are permitted a 30-minute lunch or meal period once during each shift worked. On each shift unit employees are scheduled for meals during one of the following period: First the day shift: 11 a.m. to 11:30 a.m., 11:45 a.m. to 12:15 p.m., 12:30 p.m. to 1 p.m.; the evening shift: 7:30 p.m. to 8 p.m., 8:15 p.m. to 8:45 p.m., 9 p.m. to 9:30 p.m.; the night shift: 3:15 a.m. to 3:45 a.m., 4 a.m. to 4:30 a.m.

Mark these as Joint Exhibit 4.

(The document referred to was marked Joint Exhibit No. 4 for identification.)

MR. DUBE: I further propose to stipulate that in addition to the 30-minute lunch period, unit employees who work directly on production lines on the day and evening shifts are entitled to a five-minute washup period prior to commencement of the meal period. Approximately 50 percent of the employees on those shifts are so situated. The direct production line employees described just previously are also permitted two 22-minute rest periods on each shift worked.

Joint Exhibit 4 is a true and accurate copy of the collective bargaining agreement dated October 31, 1973, effect- [9] ive November 19, 1973, between Ford Motor Company and the United Auto Workers, and I would offer Joint Exhibit 4.

JUDGE WINKLER: Received.

(The document heretofore marked Joint Exhibit No. 4 for identification, was received in evidence.)

MR. DUBE: Joint Exhibit 4 contains on Page 198, in Article 4, Section 4(a) limitations on the scheduling of rest periods.

JUDGE WINKLER: That is the only reason for which this document is being offered?

MR. ROONEY: No.

MR. DUBE: No.

JUDGE WINKLER: What else is it being offered for?

MR. ROONEY: For the zipper clause.

JUDGE WINKLER: Okay. Let me just say this: With respect to, you know, large documents that might contain matters extraneous to what we have here, it will be incumbent upon each of the parties to indicate precisely what you are relying on. You needn't do it now, but before the hearing closes you can do it, you will do it. And I will be understanding of the respective problems of respective parties.

MR. DUBE: Mark this as Joint Exhibit 5.

(The document referred to was marked Joint Exhibit No. 5 for identification.)

[10] MR. DUBE: I propose to stipulate the document which has been marked for identification as Joint Exhibit 5 is a true and accurate representation of the location and arrangement of the Chicago Stamping Plant. Distances in proportion on the exhibit are shown to approximate but not exact scale. The total area depicted by the exhibit is approximately one-half mile in length and one-half mile in width. Plant buildings depicted occupy an area approximately one-quarter mile in length and one-quarter mile in width. I would also note for the

record that there are some—there is a legend at the lower left-hand corner of the exhibit which is not being offered as part of the exhibit. It is color-coded.

JUDGE WINKLER: What about these numbers and letters on the exhibit?

MR. DUBE: We will get into those.

JUDGE WINKLER: All right.

Off the record.

(Discussion off the record.)

JUDGE WINKLER: Joint Exhibit 5 is received.

(The document heretofore marked Joint Exhibit No. 5 for identification, was received in evidence.)

MR. DUBE: I propose a further stipulation that bargaining unit employees on all shifts work in various locations throughout the plant. The only air-conditioned plant areas [11] either working or non-working which unit employees regularly enter are the cafeterias and coke cribs. Each bargaining unit employee is provided a locker. With the exception of approximately two dozen employees who have additional lockers located elsewhere in the plant, all lockers are located along the mezzanine. The mezzanine is reached from ground level by means of five inside stairways indicated on Joint Exhibit 5 by notation of the letters A, B, C, D and E.

(Discussion off the record.)

MR. DUBE: I would propose to further stipulate that the mezzanine referred to is a second-floor area in the plant which runs on Joint Exhibit 5 approxi-

mately from the letter A to a notation marked on Joint Exhibit 5 as F.

JUDGE WINKLER: Off the record.

(Discussion off the record.)

MR. DUBE: The Chicago Stamping Plant maintains three in-plant dining rooms, the Executive dining room, salaried cafeteria, and hourly cafeteria. Bargaining unit employees are permitted to use only the hourly cafeteria. The hourly cafeteria is located on the second floor of the plant mezzanine and is open only from 5 a.m. to 8 a.m. for breakfast and during the regularly scheduled lunch or meal periods. The hourly cafeteria is equipped with seats and tables, and has a seating capacity of 400 to 500. Three serving lines are operated in the hourly cafeteria. Two lines pass by [12] steam tables and offer hot meals and beverages. The third line offers a limited menu of hotdogs, sandwiches and beverages.

JUDGE WINKLER: Off the record.

(Discussion off the record.)

JUDGE WINKLER: On the record.

MR. DUBE: I would further propose to stipulate that the hourly cafeteria is open during shift change periods but that no food is served or available in the hourly cafeteria except from vending machines located therein.

JUDGE WINKLER: All right.

MR. ROONEY: Agreed.

MR. DUBE: The unit employees bringing food or beverages into the stamping plant are required to store such items in their personal lockers. Employees are not permitted to eat or drink except in

the plant cafeterias and coke cribs. Employees are not permitted to carry food or beverages or personal clothing not required for work into working areas of the plant. There is no refrigeration equipment in the locker area or anywhere else in the plant available for unit employees to refrigerate food or beverage items.

Would you mark these as Joint Exhibit 6?

(The document referred to was marked Joint Exhibit No. 6 for identification.)

MR. DUBE: I propose to stipulate a document which has [13] been marked for identification as Joint Exhibit 6 is a true and accurate copy of the collective bargaining agreement between Ford Motor Company and the United Auto Workers, dated December 7, 1970, and I would offer Joint Exhibit 6.

JUDGE WINKLER: Received.

(The document heretofore marked Joint Exhibit No. 6 for identification, was received in evidence.)

JUDGE WINKLER: Off the record.

(Discussion off the record.)

JUDGE WINKLER: Let's continue.

MR. DUBE: Would you mark these as Joint Exhibits 7 and 8?

(The documents referred to were marked Joint Exhibits Nos. 7 and 8 for identification.)

MR. DUBE: I propose to stipulate that Joint Exhibit 7, a document that has been marked for identification, is a true and accurate copy of the

collective bargaining agreement between Local Union No. 588, United Auto Workers, and Ford Stamping Plant, effective June 20, 1974. I would—

VOICE: I wouldn't stipulate to that.

JUDGE WINKLER: Would you stipulate the document is what it purports to be?

VOICE: It's a local agreement, printed by the Local.

JUDGE WINKLER: Off the record.

[14] (Discussion off the record.)

JUDGE WINKLER: On the record.

Let the record show that we are receiving Joint Exhibit 7 as a document, the parties further agree, is what it purports to be, and with the understanding that should any of the parties discover some inaccuracies that might be relevant and material to this case, they will call it to opposing Counsel's attention and a proper stipulation will then be entered into and made a part of the record in this case. All right?

MR. ROONEY: Agreed.

MR. SCHUR: Agreed.

MR. DUBE: All right.

JUDGE WINKLER: 7 is received.

(The document heretofore marked Joint Exhibit No. 7 for identification, was received in evidence.)

MR. DUBE: I propose to stipulate that a document marked Joint Exhibit 8 is a collective bargaining agreement between Local 588, United Auto Workers, and the Ford Stamping Plant, Chicago Heights, Illinois, effective December 11, 1970.

MR. ROONEY: Same stipulation.

JUDGE WINKLER: All right. 8 is received with the same reservation indicated with respect to Joint Exhibit 7.

(The document heretofore marked Joint Exhibit No. 8 for identification, was received in evidence.)

MR. DUBE: I would propose to stipulate that in Joint Exhibits 7 and 8 where particular agreements contained therein have a date earlier than the effective date of the contract that the dates set forth in the particular agreement reflect the date of initial agreement thereto.

JUDGE WINKLER: I don't understand that.

MR. DUBE: Some of the—in those books, which have effective dates on the cover, some of the individual agreements have dates three, six, nine years earlier typed in, and this is just to clarify the record to show that where those dates are shown, that date shown on the individual page represents the date of initial agreement on that issue.

JUDGE WINKLER: All right.

MR. DUBE: Mark this as Joint Exhibit 9.

(The documents referred to were marked Joint Exhibits 9 and 10 for identification.)

MR. DUBE: I propose to stipulate that on June 19, 1974, Respondent by its Plant Industrial Relations Manager, L. P. Cecchini, C-e-c-c-h-i-n-i, sent two letters to Local 588 President Richard Marco, and that the letters marked as Joint Exhibits 9 and 10 are true and accurate copies of the letters sent by Mr. Cecchini and received by Mr. Marco.

[16] JUDGE WINKLER: Received.

(The documents heretofore marked Joint Exhibits Nos. 9 and 10 for identification, were received in evidence.)

JUDGE WINKLER: Off the record.

(Discussion off the record.)

MR. DUBE: I would propose a stipulation that on July 2nd, 1976, the International Union, United Auto Workers, by its Vice President Ken Bannon, B-a-n-n-o-n, mailed a letter to Mr. L. Denise, D-e-n-i-s-e, then Respondent's Vice President of Labor Relations. Joint Exhibit 11 is a true and accurate of the letter sent by Mr. Bannon and received by Mr. Denise.

(The document heretofore marked Joint Exhibit No. 11 for identification, was received in evidence.)

(Discussion off the record.)

JUDGE WINKLER: On the record.

MR. DUBE: I should correct that stipulation and propose an amendment to that stipulation, Your Honor. Joint Exhibit 11 was not sent to Mr. Denise but was sent to—

JUDGE WINKLER: Ford Motor Company, Attention: Mr. McKenna?

MR. DUBE: Right.

JUDGE WINKLER: Very good.

MR. DUBE: Would you mark that Joint Exhibit 12?

[17] (The document referred to was marked Joint Exhibit No. 12 for identification.)

MR. DUBE: I would propose to stipulate and offer, based on the stipulation, the document marked

as Joint Exhibit 12, which is a letter dated July 2nd, 1973, from Mr. Bannon to Mr. Denise.

JUDGE WINKLER: Received.

(The document heretofore marked Joint Exhibit No. 12 for identification, was received in evidence.)

MR. DUBE: I would propose to stipulate that Local 588 does not admit to membership or represent for purposes of collective bargaining employees other than employees of Respondent employed at the Chicago Stamping Plant. Other than Local 588, no other labor organization represents any employees of Respondent at the Chicago Stamping Plant.

MR. ROONEY: Just a minute. I would like to go off the record.

(Discussion off the record.)

JUDGE WINKLER: On the record.

Thus far the parties have stipulated to everything that has been proposed. There is some stipulation that Respondent desires in connection with the last mentioned stipulation to the effect that—mentioning Local 588—Respondent desires to point out, which in fact the General Counsel [18] alleges in his Complaint, that the International and not Local 588 is the certified bargaining representative. Is that correct, sir?

MR. ROONEY: Yes.

JUDGE WINKLER: Continue, please.

MR. DUBE: Mark that as Joint Exhibit 13.

(The documents referred to were marked Joint Exhibits Nos. 13, 14 and 15 for identification.)

MR. DUBE: I would propose to stipulate that the document marked for identification as Joint Exhibit 13 is a true and correct copy of a letter sent to Mr. Tom Brown by Mr. Richard Marco, sent by Mr. Marco on or about February 13, 1976, and received by Mr. Brown.

JUDGE WINKLER: Can we identify Mr. Brown?

MR. DUBE: Industrial Relations Manager of the Ford Motor Company.

JUDGE WINKLER: I think that is identified through the Pleadings, as I recall. That is very good. Joint Exhibit 13 is received.

(The document heretofore marked Joint Exhibit No. 13 for identification, was received in evidence.)

MR. DUBE: I would also propose to stipulate that the document marked as Joint Exhibit 14 is a true and accurate copy of a letter dated March 23rd, 1976, sent to the same [19] Mr. Brown by the same Mr. Marco and received by Mr. Brown.

JUDGE WINKLER: Joint Exhibit 14 is received.

(The document heretofore marked Joint Exhibit No. 14 for identification, was received in evidence.)

MR. DUBE: And I would propose to stipulate that the document marked as Joint Exhibit 15 is a true and accurate copy of a letter dated February 18, 1976, sent to Mr. Marco by Mr. Brown on or about February 18, 1976, and received by Mr. Marco.

JUDGE WINKLER: Joint Exhibit 15 is received.

(The document heretofore marked Joint Exhibit

No. 15 for identification, was received in evidence.)

MR. DUBE: I would propose to stipulate that on April 9, 1976, at a meeting between representatives of Local 588 and the Ford Motor Company, Chicago Stamping Plant, Industrial Relations Manager Brown verbally informed Local 588's representatives that Respondent refused to provide to Local 588 the information requested in Joint Exhibit 14, and that Respondent refused to bargain about cafeteria and vending machine prices.

I further propose to stipulate that on various dates since April 9, 1976, Local 588 has requested that Respondent bargain with Local 588 about cafeteria and vending machine prices. On each occasion Respondent has refused to bargain [20] about those subjects.

With regard to the last stipulation concerning various dates since April 9th, 1976, I would propose that stipulation be amended to include the word prices, so it would read "cafeteria and vending machine prices and services."

JUDGE WINKLER: All right.

MR. DUBE: I propose to stipulate that ARA Enterprises, Incorporated, maintains a staff of ARA employees on duty at the Chicago Stamping Plant. ARA employees are engaged in preparing and serving food in cafeterias and in servicing and repairing vending machines in the plant under the supervision of an ARA Manager working in the Chicago Stamping Plant.

In July, 1973, Respondent and Local 588 commenced negotiations for a new Local agreement. Negotiations continued until June, 1974, when Joint Exhibit 7 was agreed upon. At various times during

the negotiations Local 588 requested that Respondent bargain concerning cafeteria and vending machine prices and services. Respondent's representatives replied to those requests by stating that those issues were not proper subjects for bargaining. No written or verbal agreement was concluded on cafeteria and vending machine prices.

MR. ROONEY: With respect to that, of course the same reservation on Exhibit 7 still applies.

JUDGE WINKLER: Off the record.

[21] (Discussion off the record.)

JUDGE WINKLER: On the record.

MR. DUBE: I propose to stipulate that cafeteria and vending machine services in the Chicago Stamping Plant have been provided since 1970 by ARA Enterprises, Incorporated. Prior to the commencement of such services by ARA Enterprises, cafeteria and vending machine services were provided by Al Green Enterprises, Incorporated.

Mark this as Joint Exhibit 16.

(The document referred to was marked Joint Exhibit No. 16 for identification.)

MR. DUBE: I propose to stipulate and offer, based on the stipulation, Joint Exhibit 16 as a true and accurate copy of General Plant Rules and Regulations distributed to bargaining unit employees at the Chicago Stamping Plant.

JUDGE WINKLER: Received.

(The document heretofore marked Joint Exhibit No. 16 for identification, was received in evidence.)

MR. DUBE: Mark this as Joint Exhibit 17.

(The document referred to was marked Joint Exhibit No. 17 for identification.)

MR. DUBE: I propose to stipulate and offer, based on the stipulation, Joint Exhibit 17 as a true and accurate copy of prices for the items shown effective February 9th, [22] 1976. These prices are the retail sales price or cost to the consumer buying them in the Chicago Stamping Plant.

JUDGE WINKLER: Received.

(The document heretofore marked Joint Exhibit No. 17 for identification, was received in evidence.)

MR. ROONEY: Hold it.

JUDGE WINKLER: Off the record.

(Discussion off the record.)

JUDGE WINKLER: 17 is received.

MR. DUBE: Mark that Joint 18.

(The document referred to was marked Joint Exhibit No. 18 for identification.)

MR. DUBE: I would propose a stipulation that Joint Exhibit 18 shows selling prices of the items listed on November 11th, 1975.

JUDGE WINKLER: Received.

(The document heretofore marked Joint Exhibit No. 18 for identification, was received in evidence.)

(Discussion off the record.)

JUDGE WINKLER: We will be back at 1:30.

(Whereupon, at 12:40 p.m., the hearing in the above-entitled matter was recessed until 1:30 p.m. this same day.)

[23] AFTERNOON SESSION

MR. DUBE: I propose to stipulate that in addition to the hourly cafeteria the following food service facilities are maintained in the Chicago Stamping Plant and are open to bargaining unit employees. First, Satellite Cafeteria. The Satellite Cafeteria consists of an enclosed, air-conditioned room equipped with chairs and tables and having a seating capacity of 50 to 100 persons. No steam table or cafeteria service is provided in the Satellite Cafeteria. The room is equipped only with approximately 12 coin-operated vending machines. Sold in the vending machines are hot and cold sandwiches, stews, soups, spaghetti, potato chips, pastry, ice cream, candy, soft drinks, and milk. In addition to the above, the Satellite Cafeteria houses two coin-operated coffee machines. The location of the Satellite Cafeteria is shown on Joint Exhibit 5 by notation of the number One.

The Stamping Plant also houses five coke cribs or vending machine areas. Each coke crib is an enclosed, air-conditioned room equipped with approximately 12 coin-operated vending machines dispensing cigarettes and all of the items dispensed in the Satellite Cafeteria. Of the five coke cribs in the plant, four are equipped with two coffee vending machines each. The remaining coke crib houses three coffee machines. The coke cribs are equipped with [24] chairs but no tables. Each of the coke cribs has a capacity of 40 to 50 persons with an exception of one coke crib at the southern part of the plant with a capacity of 75 to 100 persons.

JUDGE WINKLER: Off the record.

(Interruption at door.)

JUDGE WINKLER: All right. Let's continue.

MR. DUBE: The locations of the five coke cribs are indicated on Joint Exhibit 5 by notation of the letters G, H, I, J, and K. The largest, southern coke crib referred to is identified by the letter notation I. The coke crib labeled K on Joint Exhibit 5, appearing near the designation for the Satellite Cafeteria, is at ground level below the Satellite Cafeteria.

On or about February 6th, 1976, at a meeting of representatives of Respondent and Local 588, convened for the purpose of discussing unrelated issues, Respondent by its Plant Industrial Relations Manager, Thomas Brown, informed Local 588 effective February 9th, 1976, cafeteria and vending machine prices would be increased. No specific information or—no specific information or information about the amount of the increases was furnished. Local 588 had received no notice of said increases prior to the meeting on February 6th.

At the same meeting after Respondent's announcement of [25] increases, Local 588's President Marco requested that the increases be postponed until after discussions between Respondent and Local 588. Mr. Brown responded verbally at the meeting that such a postponement was not possible.

MR. ROONEY: In that respect, I would like to say that—we are still stipulating—they were increased by ARA, not by us.

JUDGE WINKLER: Is that accepted?

MR. DUBE: Yes.

JUDGE WINKLER: Okay. That stipulation is noted with the modification proposed by Respondent's Counsel.

MR. DUBE: Mark this Joint Exhibit 19.

(The documents referred to were marked Joint Exhibits Nos. 19 and 20 for identification.)

MR. DUBE: I would propose to stipulate that Joint Exhibit 19 is a list of information about restaurants in the vicinity of the Chicago Stamping Plant; Joint Exhibit 19 was prepared on behalf of the Charging Party; that Joint Exhibit 20 is also a list of information about restaurants in the area of the Stamping Plant; Joint Exhibit 20 was prepared on behalf of the Respondent. We would propose to stipulate that Joint Exhibits 19 and 20 are admissible for the truth of the matter asserted on each exhibit, but that by so stipulating to their admissibility, neither party—no party is stipulating to the truth of the matter [26] asserted on this.

JUDGE WINKLER: I don't quite understand this. I thought you said you were stipulating to the truth. Then you say you are not stipulating to the truth.

MR. DUBE: Stipulating to the admissibility in order to determine the truth.

JUDGE WINKLER: Off the record.

(Discussion off the record.)

JUDGE WINKLER: On the record.

Let the record show that the parties are stipulating that the information contained on both 19 and 20 is accurate, with the further stipulation respecting Joint Exhibit 20 that the column listed "Time", the parties are stipulating that the test period used

in driving the mileage indicated was done at approximately 12 to 12:30 noon, is that correct?

VOICE: In that vicinity, yes.

JUDGE WINKLER: Very good. Received.

(The documents heretofore marked Joint Exhibits Nos. 19 and 20 for identification, were received in evidence.)

JUDGE WINKLER: Continue, please.

MR. DUBE: We would propose to stipulate that beginning on February 16th, 1976, and ending on or about June 7th, 1976, there was a boycott by Local 588 members of the cafeteria and vending operations. The cafeteria boycott [27] continued until May 19th and the vending machine boycott continued until June 7th. Substantially in excess of half of the members of Local 588 observed the boycott during these periods and refrained from using the cafeteria and vending machines.

JUDGE WINKLER: That stipulation is noted.

MR. SCHUR: Could we go off the record?

JUDGE WINKLER: Off the record.

(Discussion off the record.)

JUDGE WINKLER: On the record.

MR. DUBE: I would propose a further stipulation regarding Joint Exhibits 19 and 20, which have already been received. Regarding Joint Exhibit 19, I propose to stipulate that that exhibit be received with the exception of the price information shown thereon. And I propose to stipulate that Joint Exhibit 20 be received with the exception of the time information shown thereon.

JUDGE WINKLER: Okay. The stipulation modifying the earlier stipulation is noted.

Okay.

MR. DUBE: Mark this as Joint Exhibit 21.

(The document referred to was marked Joint Exhibit No. 21 for identification.)

JUDGE WINKLER: Off the record.

(Discussion off the record.)

[28] MR. DUBE: I would propose to stipulate and offer, based on the stipulation, a set of documents marked as Joint Exhibit 21, consisting of a letter dated March 7th, 1972; a letter dated February 11, 1972; a catering vending agreement executed February 11th, 1972, signed by Sidney Kelly, K-e-l-l-y, Secretary of Ford Motor Company; and some blank forms appended to the agreement. I will offer Joint Exhibit 21.

JUDGE WINKLER: Received.

(The document heretofore marked Joint Exhibit No. 21 for identification, was received in evidence.)

JUDGE WINKLER: Anything else?

MR. ROONEY: Yes.

JUDGE WINKLER: Off the record.

(Short recess taken.)

MR. ROONEY: The parties are stipulating the— to the following additional stipulation: In some months revenues exceed costs and in some months the opposite has occurred. When revenues exceed costs, the Employer realizes income, and when costs exceed revenues a loss occurs. For all recent years, the operation has been on a loss basis and the Employer has made up the loss to ARA.

JUDGE WINKLER: Very good. The stipulation is received.

MR. ROONEY: Could we go off the record?

[29] (Discussion off the record.)

JUDGE WINKLER: Do we have any more stipulations?

MR. ROONEY: Yes.

The following representative data is submitted by the parties as an additional stipulation: In the period January 10th through January 16th, 1976, the total customer count at the—

(Conference off the record.)

MR. ROONEY: —at the cafeterias was 3,947; a total hourly cafeteria count 3,873—hourly population was 3,750.

(Conference off the record.)

MR. ROONEY: This is for the main cafeteria in the facility. There were 3,873 hourly employees during this period. During the period February 28th through March 5th, 1976, the total customer count was 875 total—820 hourly cafeteria and a total plant population of 3,950.

With respect to the period 1-10 through 1-16-76, the plant population is approximately 3,750. During the period November 15th through November 21st, 1975, there was a total customer count of 3,938, hourly—3,865; plant population, 3,755. As used here "hourly" means hourly people using the cafeteria. 11-15 through 11-21-75 showed 3,938 total customer count; 3,865 in the hourly cafeteria; 3,755, plant population. October 12th through October 18th, 1974,

showed 6,745 total customer count; 5,600 in the hourly [30] cafeteria; 4,445, total plant population.

In the period 1-10 through 1-16-76 in the vending sales, customer count showed 70,560 units sold; in the period 2-28 through 3-5-76, the number was 16,741 units sold. And between November 15th and November 21st, 1975, units sold were 61,568; and in the period October 12th through October 18th, 1974, units sold were 96,279.

JUDGE WINKLER: Very good.

MR. ROONEY: Off the record.

(Discussion off the record.)

MR. ROONEY: With respect to the figures given for plant population, it includes the total plant population and not just the hourly employees represented by Local 588.

MR. DUBE: Would you mark this Joint Exhibit 22?

(The document referred to was marked Joint Exhibit No. 22 for identification.)

MR. DUBE: I would propose to stipulate that Joint Exhibit 22 is an accurate collection of lists showing the number and type of vending machines in the hourly cafeteria, Satellite Cafeteria, and coke cribs previously described in the record, and to stipulate that the Satellite Cafeteria is denominated on Joint Exhibit 22 as Plant Location Z-20 Upper.

JUDGE WINKLER: 22 is received.

[31] (The document heretofore marked Joint Exhibit No. 22 for identification, was received in evidence.)

JUDGE WINKLER: Off the record.

(Discussion off the record.)

MR. DUBE: Your Honor, I think we have reached the end of the stipulations that we have negotiated.

JUDGE WINKLER: Very good.

You have some witnesses or a witness to call?

MR. DUBE: I do. I would like to take about five minutes to check over my notes on questions so I don't spend time needlessly.

JUDGE WINKLER: Okay. Let's come back at 3 o'clock.

(Short recess taken.)

JUDGE WINKLER: Will General Counsel please call his witness?

MR. DUBE: General Counsel calls Richard Marco.

RICHARD W. MARCO,

called as a witness for and on behalf of Counsel for the General Counsel herein, and after having been first duly sworn, was examined and testified as follows:

JUDGE WINKLER: Please be seated, sir, and state your name and address.

THE WITNESS: My name is Richard W. Marco, M-a-r-c-o. My business address is 21540 South Cottage Grove Avenue. [32] That is in Chicago Heights, Illinois.

DIRECT EXAMINATION

Q (By Mr. Dube) You are President of Local 588, Mr. Marco?

A Yes, that is correct.

Q Do you hold any other title or position with Local 588?

A I am Chairman of the Bargaining Committee by virtue of my election to President.

Q How long have you held those offices?

A Since June of 1972.

Q Had you held any Union offices before 1972?

A Five out of the six years prior to that I was a District Committeeman.

Q Have you ever worked in the Chicago Stamping Plant yourself?

A Yes. I have been employed by Ford at the Chicago Heights Stamping Plant since July 23rd, 1956.

Q What kind of work do you do for Ford?

A I am a die maker.

Q Are you a full-time Union officer now?

A Yes.

Q Do you ever work in the Stamping Plant?

A On occasion, to work overtime, I work in the plant with my tools, but other than that I am on full-time Union duties, which do take me in the plant.

[33] Q How often do you go into the plant?

A Almost daily.

Q I think the record will show that there are normally three shifts of employees at the Chicago Stamping Plant. Do bargaining unit employees normally work on Saturdays and Sundays?

A The history over the 20 years I have been there is that a good deal of the employees do work on Saturdays and sometimes on Sunday. More recently, since '74, there hasn't been as much overtime.

Q Is the hourly cafeteria open on Saturdays and Sundays?

A Only when there is a significant number of hourly employees that are working those shifts. It's a very slight number. Their cafeteria is not open for hot meals.

Q How often on Saturday and Sunday is the hourly cafeteria open?

A In the 20 year history I would say that approximately 75 percent of the time it's been open.

Q Is the Satellite Cafeteria open on Saturdays and Sundays?

A I would say rarely on Sundays. It's open—I don't believe they lock it as such. A person could go in there but officially it's not open on Sundays; only when there's shipping activity.

Q What about—there is an exhibit showing—there is [34] a stipulation on scheduled lunch periods at the Chicago Stamping Plant. Is the Satellite Cafeteria open for all of those?

A Officially the Satellite Cafeteria is only open for the latter two lunch periods of the three on the two production shifts; or maybe, put another way, it is not open for the lunch periods on days and afternoons officially.

Q How do most bargaining unit employees get to and from the Chicago Stamping Plant?

A Almost all of them drive or ride in a car pool.

Q There is a stipulation there is some bus service in the area of the Stamping Plant. Is there a bus stop outside the plant itself?

A No, there is no marked busstop. The people, I would presume, would have to stop the bus at the traffic light.

Q In the course of a normal day or a normal week, how many employees have you observed using the bus to get to or from work?

A I don't recall observing anyone use the bus coming to or going from work, although it wouldn't surprise me if someone did, but it's very slight, if any.

Q Now, there is some stipulations that cover rest periods or break time for direct production employees. Are there bargaining unit employees, other than those direct production employees?

[35] A Yes. There is indirect, Production Control Department employees and skilled tradesmen.

Q Do those people get breaks in an eight-hour shift in addition to their lunch period?

A Yes, they do, but not with any specified amount of time or with tag relief as the production employees do.

JUDGE WINKLER: May I ask where we are going with this? What are we trying to accomplish with this? I am not trying to be critical. I am just asking. Maybe we can short circuit.

MR. DUBE: To establish there are break periods.

JUDGE WINKLER: And that employees use the eating facilities, right? Is that it?

MR. DUBE: The length of break period and the fact that the witness would testify that employees are not allowed to leave the plant during those break periods.

JUDGE WINKLER: Is there any question about that?

MR. ROONEY: I don't think it is feasible for them to leave in a break period.

JUDGE WINKLER: Let the record show the parties are stipulating—apart from their luncheon

period, the parties are stipulating in view of the time limitation it is not feasible for the employees to leave during the break period. Is that a fair statement?

MR. SCHUR: It goes further than the time limitation.

[36] JUDGE WINKLER: Would the parties stipulate thus far—

VOICE: It's not a rule. He can get a pass and go.

JUDGE WINKLER: The parties are not stipulating to that?

MR. ROONEY: It's not feasible to me, but the party can get a pass and go.

JUDGE WINKLER: Okay. Proceed.

MR. ROONEY: We admit it is not eafeasible.

JUDGE WINKLER: The Respondent concedes it is not feasible for the employees to leave the plant during these break periods. Okay.

Q (By Mr. Dube) Are employees permitted to leave the plant during break periods?

JUDGE WINKLER: Isn't it enough that Respondent concedes it is not feasible for them to leave?

MR. SCHUR: We would like to show, Your Honor, that it is not permitted in addition to not being feasible.

JUDGE WINKLER: The Respondent concedes the practicality so you don't even have to reach the other issue.

MR. DUBE: Well, all right. There is another question beyond this that goes to the captive audience issue basically, that employees are not permitted to leave the building during break periods. And I will explain the relevance of that.

JUDGE WINKLER: Well, I can understand the relevance, [37] but it seems to me that is sort of subsumed in the other thing.

MR. DUBE: I am trying to work around the unfinished edges of those stipulations.

I am not sure if you answered the last question or not.

Q (By Mr. Dube) Do you recall the last question?

A The last question you asked, as I recall, are people permitted to leave the premises for their break time, and the answer is no, not to my knowledge, they are not allowed to leave.

JUDGE WINKLER: Even if they were allowed to leave, would it be feasible for them to leave?

THE WITNESS: No, sir, it would not.

Q (By Mr. Dube) Are employees allowed to go outside the plant although staying on the plant grounds during break period?

A No. They would be charged with loitering. They are supposed to stay in the building.

Q Okay. Are bargaining unit employees permitted to go into the hourly cafeteria with a brown-bag lunch and just buy a beverage?

A During the lunch period, yes.

Q What about during break periods?

A They are not allowed in there during break periods.

Q In a normal day or a normal week, have you seen any [38] food trucks, food vendors, mobil food vendors, outside the plant property?

A No.

Q Have you ever seen such vehicles on plant property?

A No, never.

Q Have you ever seen employees pick up deliveries of food immediately outside the plant?

JUDGE WINKLER: I think the witness just answered that question.

THE WITNESS: No, I have not.

Q (By Mr. Dube) Is there any specific procedure that a bargaining unit employee has to follow when leaving the plant during a shift?

A Yes, there is.

Q Could you explain that procedure?

A The employee must get a pass from his supervisor, which is permission to leave the plant, and then most often they are required to punch out their time card, and when they leave the building they get into their automobile, and as they leave the plant premises they leave the pass that they got from their supervisor with the plant security guard at the exit open to Cottage Grove Avenue. On their return they must get checked back in by the guard. And I believe the guard gives them the pass back, which they in turn give back to their foreman when they return to work and punch [39] their time card back in.

Q That security location you mentioned, that is outside the plant building?

A It is outside the building and on the exit from the parking lot to Cottage Grove Avenue.

Q Are there any locations inside the building where an employee would have to stop while either going out or coming back from such a trip?

A Occasionally a person leaving the plant at lunch time would be stopped at the Security Office, which is on the mezzanine, and asked to identify himself and produce a pass as to where he was going and make sure it was authorized.

Q Could you describe this exit or gate near Cottage Grove Avenue?

A Location of it?

Q The physical appearance of the gate itself.

A Well, there is a guard shack that is right in the middle, and there is one lane of traffic coming in and one going out on each side. There is a railroad crossing type gate that is activated by the guard. It must be raised before a car can go out, or on the other side it must be raised to allow a car to enter.

Q Are employees the only vehicle drivers who would use that gate?

[40] A No. All materials that are shipped out of the plant by truck, or any deliveries made, come through that same entrance.

JUDGE WINKLER: We are talking again about the possibility of an employee wanting to leave in a break period or are we talking about luncheon?

MR. ROONEY: Any time.

JUDGE WINKLER: All right.

Q (By Mr. Dube) All right. Mr. Marco, you testified there is one traffic lane or one vehicle lane in each direction, inbound and outbound. Have you ever seen cars or vehicles lined up at that gate, either inbound or outbound, around the time of the meal break period?

A Yes, I have.

Q In your term of service as District Committeeman or Local President, are you aware of any cases where employees have been disciplined from returning after leaving the plant during a shift?

A Yes, I am aware. I am aware of many of them. I represented as many as five employees on one occasion, as I can recall as a District Committeeman,

and I have bargained on grievances involving discipline in regard to numerous other cases over the years.

Q Are there any restrictions or rules on where a bargaining unit employee can eat food and drink beverages in the [41] Stamping Plant?

A Yes. They are limited to eating or drinking in the cafeteria or in the employee break areas or coke cribs. They are not allowed anywhere else.

Q What about the locker areas on the mezzanine?

A They are not to eat in there. Only in the cafeteria or coke cribs.

Q Are you aware of any instances where employees have been disciplined for eating in the areas other than you have described?

A I know of employees who have been told to leave and admonished for being in there. Formally I don't know that they were disciplined.

Q Now, it appears from the stipulation that the locker areas on the mezzanine are not air-conditioned. What kind of ventilation, if any, is provided in the locker areas on the mezzanine?

A There are some ventilating ducts coming into that vicinity, but they don't seem to do much good. It is very hot and sticky and smelly in there. If there is any air moving it doesn't seem noticeable.

Q When you say "hot" do you know what heat the inside of the plant reaches during the summer?

MR. RONNEY: Objection.

JUDGE WINKLER: What basis?

[42] MR. ROONEY: I don't see what this has to do with this case at all, the heat in the plant in the summer.

MR. DUBE: Well, the argument is that there are—in a plant where there is heat or where there are fumes or odors that that is the disincentive to carry and use a brown-bag lunch, in addition to the fact the record already shows that the vending machines and cafeteria areas are air-conditioned, which may be an incentive to use those if the rest of the plant is unpleasantly hot.

JUDGE WINKLER: Are they, or not, permitted to bring their brown bags into the cafeteria?

MR. DUBE: Yes, they are allowed to bring them in. I think the question goes to where it is kept in the meantime.

JUDGE WINKLER: Where what is kept?

MR. SCHUR: One, if I may state so, one of the thrusts of the question is to determine that the locker room is very hot, which would lead to food spoilage in the event an employee would bring his lunch and store it in the locker room, which is the only place he could store it.

JUDGE WINKLER: Objection overruled, if that is the basis for it.

Q (By Mr. Dube) Do you recall what the last question was?

[43] JUDGE WINKLER: You asked about the—

THE WITNESS: If I recall, temperatures in the plant. The answer is yes, because routinely in the summertime we take temperature readings throughout the plant, and we have taken a large number of those surveys year after year. I do recall temperatures in excess of 100 degrees in the plant during the summertime.

JUDGE WINKLER: Would it be rare to go above 90, for example?

THE WITNESS: No, not at all.

JUDGE WINKLER: Would it be unusual to go above 80?

In other words, does it frequently go above 80 in the summertime?

THE WITNESS: It frequently goes above a hundred.

JUDGE WINKLER: Okay.

MR. DUBE: Would you mark these as General Counsel's Exhibit 2?

(The documents referred to were marked General Counsel's Exhibit No. 2 for identification.)

Q (By Mr. Dube) Mr. Marco, I am going to ask you to look at what has been marked for identification as General Counsel's Exhibit 2, and ask if you can identify that.

A Yes. I recognize this as a copy of a survey similar to those that I told you we frequently take in the summertime. This particular one was taken at my direction in [44] August of 1973.

JUDGE WINKLER: Was this an unusually hot day, do you recall?

THE WITNESS: On the first page, Your Honor, it lists the temperature outdoors on that particular day.

JUDGE WINKLER: Was this particularly hot in the sense—was it hot as compared with other days? That is what I am after. For example, on that day outdoors it was 96 at 2 p.m. What about August 26th or August 28th? Do you have any idea? The point of the question is how accurate a sampleline is this one example; that is what I am asking.

THE WITNESS: I think in relationship to the temperature outside, if it was 90 degrees on the next day, Your Honor, it would be cooler inside as well.

JUDGE WINKLER: I suppose I am not able to communicate.

MR. DUBE: Your Honor, are you asking what would be the average summer temperature in the Chicago Heights area?

JUDGE WINKLER: That is what I am asking, if you know.

THE WITNESS: I don't know, Your Honor.

MR. DUBE: Your Honor, I would offer General Counsel's Exhibit 2.

JUDGE WINKLER: We will take General Counsel's 2 as indicating the temperature as of that date, August 27th, '73.

(The document heretofore marked General Counsel's Exhibit No. 2 for identification, was received [45] in evidence.)

Q (By Mr. Dube) Mr. Marco, do you make your home in the Chicago Heights area?

A Yes. I live about three and three-quarter miles from the plant in the Village of South Chicago Heights, which is adjacent to the City of Chicago Heights.

Q How long have you lived in the area of Chicago Heights?

A At the present location, 16 years; and prior to that I lived three years, three or four years, in Glenwood, which is adjacent on the north to Chicago Heights.

Q From your experience in living in the Chicago Heights area, do you recall the temperature reaching 95 each summer?

A Frequently. It's not uncommon or unusual at all.

Q Concerning the possibility of spoilage of food, Mr. Marco, have you as Union Officer received complaints, any complaints, of actual food spoilage from unit employees?

A Yes, I have.

MR. ROONEY: Objection, Your Honor. That is all hearsay.

MR. SCHUR: It's not offered, Your Honor, necessarily to prove—

JUDGE WINKLER: It really is. On the other hand, I will take it, even though technically I see the point of your objection.

THE WITNESS: Yes, I have received complaints of spoilage, people bringing their lunch.

[46] JUDGE WINKLER: When was the last time you got such a complaint, if you remember?

THE WITNESS: It was in May of 1976.

JUDGE WINKLER: All right.

THE WITNESS: Those were numerous complaints, too, not just an isolated one in May.

Q (By Mr. Dube) Mr. Marco, you testified that as a Union officer you still go into the plant on a regular basis. When you go into the plant, have you had occasion to go into the hourly or Satellite Cafeterias or the Coke Cribs during 1976?

A Very frequently, yes.

Q For what purpose?

A Well, it is the most convenient place to talk to people because it is quieter in there as well as

cooler. And otherwise it is very difficult. You have to shout and scream to get over the noise. So I go in there frequently.

Q Let me show you what has been received in the record as Joint Exhibit 17, the food price list marked effective February 9th, 1976. Are you familiar with what the prices were for any of the items on Joint Exhibit 17 prior to February 9th, 1976?

A Most of them were five cents lower; some, perhaps, ten cents lower prior to February 9th.

Q The record also contains some evidence about a boycott [47] organized by Local 588 which commenced on February 16th. Were any of the items, any of the food or beverage prices, charged to employees reduced after February 16th?

A No, they were not.

Q Was there any change in cafeteria prices?

A Not actually. There was a change in method of dispensing milk from cartons to bulk, but for the same item in the same form, there was no reduction in price. With the possible exception of some specials that were offered.

Q Would you explain what you mean by a "special"?

A Well, it is not unlike a restaurant.

JUDGE WINKLER: They have loss leaders sometimes, is that it? That is what is known in the retail trade—

THE WITNESS: I'm not sure it is a loss item, but frequently—well, maybe not so frequently—in the past the cafeteria used to offer a special now and then. I can remember them having spaghetti for 99 cents, and something like that.

JUDGE WINKLER: I think—maybe I am taking too much for granted, but I would presume that all parties will stipulate that the boycott did not lead to a diminution in prices, is that correct?

MR. ROONEY: Right.

JUDGE WINKLER: So stipulated?

MR. DUBE: So stipulated.

[48] JUDGE WINKLER: I presume that is the point you were trying to get at?

MR. DUBE: Right.

Q (By Mr. Dube) How was the decision to end the boycott reached? Was that an individual decision?

JUDGE WINKLER: What difference does it make?

MR. DUBE: Well, the basis for the discussion, any discussions, about why the boycott should be ended.

MR. ROONEY: Your Honor, I don't see what this has to do with the union bargaining duty to bargain cafeteria prices. I imagine he could testify about ten minutes here about arguments that were held in the committee that argue to end it or to continue it.

JUDGE WINKLER: I am afraid we would be getting into an awful lot of hearsay, if you want to get into that question. I am guessing as to what you have in mind.

Let's see. Did the boycott end as a result of committee action or as a result of general employee action, if you know?

THE WITNESS: As a result of committee action.

JUDGE WINKLER: Committee action. And I guess Counsel would like to ask you why they voted to end the boycott. Do you know the answer to that?

THE WITNESS: The answer to that, the food they were carrying into the plant was spoiling as the temperature [49] increased.

JUDGE WINKLER: When was this?

THE WITNESS: In June we finally ended it. It was becoming too great a sacrifice to ask people to do in the hot summer.

JUDGE WINKLER: During this period did anyone go out to lunch, sir?

THE WITNESS: I am sure some people did, Your Honor, but a very, very, very few, I would think.

JUDGE WINKLER: It is proportionately very few, is that it?

THE WITNESS: Yes. I would think possibly not more than a dozen people during a given lunch period would go out.

Q (By Mr. Dube): Was that during the boycott period?

JUDGE WINKLER: We weren't talking about boycott period; we were talking generally.

MR. DUBE: Okay.

Q (By Mr. Dube) Just a couple more questions, Mr. Marco. If you would look at Joint Exhibit 19, and then I am going to ask you to look at Joint Exhibit 2. Joint Exhibit 19 makes reference to three groups of restaurants, Group A, Group B, and Group C. Would you be able to tell us approximately where the locations are of Groups A, B, and C? If you could, mark those on Joint Exhibit 2 with a corresponding letter A, B, and C.

[50] JUDGE WINKLER: The witness has complied with your request.

Q (By Mr. Dube) Mr. Marco, these locations are all—appear to be west of the Chicago Stamping Plant. Would you be able to look at 14th Street, also referred to on the map as Lincoln Highway, and tell us approximately how many stop lights there would be between Cottage Grove Avenue and Halsted Street?

A Well, there is one right at Cottage Grove and 14th Street; there is one in front of the plant that operates at shift time; there is one at State Street; there is one at Wentworth; one at East End Avenue; and there is one at Halsted.

Q What about on Halsted north of 14th Street?

A Well, there is one at, I believe it's 13th, but it might be 12th; and there is another one at, I believe it's 10th Street; there is another one at the Five Corners; and then one at Joe Orr Road.

Q What about on Vincennes, V-i-n-c-e-n-n-e-s, Road south of 14th Street? If you don't recall the exact location, if you can recall a number, any number, of the stop lights between 14th Street and Sauk Trail Road?

A There is one at 15th Street; there is another one at 16th Street; there is a flashing traffic light at Main Street; there is a traffic light at 26th Street. I believe [51] that is all between there and Sauk Trail. There is one more at—no, I think that is eliminated now at Illinois Street.

Q During 1976 on any occasions when you spoke to Mr. Brown or any other representatives of Ford, did any representative of Ford ever say anything about Local 588 discussing food service or food prices with ARA, directly with ARA?

A I don't think I understand your question.

Q All right. During 1976 did Mr. Brown or any other representative of Ford ever say anything concerning the possibility of Local 588 representatives discussing food service or food prices directly with representatives of ARA?

A Yes. We were informed that we could not discuss them with ARA.

Q Do you recall who told you that?

A Mr. Brown, among others.

JUDGE WINKLER: What would happen if you would?

THE WITNESS: Well, as a matter of fact, I attempted to and was told they couldn't talk to me.

JUDGE WINKLER: ARA said they couldn't talk to you?

THE WITNESS: Yes. We requested that a meeting be set up for us with ARA, and the Company refused.

JUDGE WINKLER: Just off-hand, I don't know. I am sure they could tell you—Ford could tell you not to talk [52] to ARA but it's a free country, I guess.

THE WITNESS: In fact, Your Honor, I did go to the cafeteria manager of ARA. He told me he couldn't discuss those matters with me and to see the company manager.

JUDGE WINKLER: That is something else. They might refuse to talk to you. I don't know that anybody can tell you you can't. However, I'm always subject to being educated.

Q (By Mr. Dube) Have you received complaints from bargaining unit employees about the locker room other than the things you have mentioned, heat and humidity?

A We have gotten numerous complaints about cockroaches in the lockers.

Q Have you ever seen cockroaches in the lockers yourself?

A Yes, I have.

Q Do you know in those cases if any food was damaged or destroyed by cockroaches?

A Well, I recall a particular day when I went into the hourly cafeteria and sat down with four people in the lunch room, and of the four people, two of them told me they had to just throw their lunch away because when they opened their dinner bucket they found a cockroach in there.

MR. ROONEY: I object, Your Honor, to that. It's really hearsay and proves nothing.

JUDGE WINKLER: Sustained.

Is that it?

[53] MR. DUBE: Let me check for one moment.

(Conference off the record.)

MR. DUBE: I have nothing further.

JUDGE WINKLER: Cross?

CROSS EXAMINATION

Q (By Mr. Rooney) Mr. Marco, have you ever complained to the Company about the sanitary conditions in the locker rooms?

A Yes, sir, on numerous occasions.

Q Have they ever done anything?

A They notified us or informed us they would have the exterminator come in again and again.

Q Have you ever seen the exterminator there?

A Yes.

Q You indicated that the traffic light in front of the plant does not operate at noontime, is that right?

A I believe it to be steadily on green except at the shift change times. Then it changes from green to red and back and forth.

Q You indicated something about gates. Are those gates operating during lunch periods?

A Yes, they are.

Q How many times have you seen a tie-up at the gates?

A Frequently.

Q As frequently as you have seen the temperature over 95 in Chicago?

[54] MR. SCHUR: I'm going to object to the question, Your Honor.

JUDGE WINKLER: Sustained.

Q (By Mr. Rooney) Have you a count of the number of people using the cafeteria during any day?

A No.

Q Now, I show you a document dated April 21, 1976. Do you ever remember seeing this document?

A No, sir, I don't recall. I believe I was on vacation at that time?

JUDGE WINKLER: Was that issued by the Union, sir?

THE WITNESS: I really couldn't say, Your Honor. I don't recall ever seeing it before. It is not our standard format in any event. It doesn't look like what we usually put out. I would be inclined to say no.

Q (By Mr. Rooney) Now, it says in this document that most complaints were that enough concessions were not made in the break area. Did you ever hear that complaint made by union members?

A The members complained that the prices were not rolled back.

Q Yes.

A That is no concession really, as opposed to not enough.

Q Who made the decision to suspend the boycott?

A I did at the direction of the Shop Committee, composed of [55] District Committeemen and Bargaining Committeemen.

Q Did you gather some statistics from the employees as to their preferences?

A Several weeks prior to actually calling off the boycott, some time in April, as I recall, there was a survey taken but once again I wasn't in town; I was on vacation. I was informed on my return they had taken a survey of all the members.

Q And the survey indicated what?

A The survey results, I was told by those who tabulated them on the Bargaining Committee that the membership voted, I believe it was 56 percent to 44 percent to continue the boycott. And it did continue.

JUDGE WINKLER: Was another vote taken after that to discontinue the boycott?

THE WITNESS: No, Your Honor.

Q (By Mr. Rooney) Did you talk about extending the boycott to other locals of the UAW outside of the plant?

MR. SCHUR: Objection.

MR. DUBE: Objection. First, I don't see the relevancy and, second, even if the question was relevant, it is still too vague.

JUDGE WINKLER: I will sustain that objection.

MR. ROONEY: I will withdraw that.

Q (By Mr. Rooney) What were the people doing who were [56] observing the boycott for lunches?

A During the time of the boycott?

Q Yes.

A They were either not eating at all or carrying food to work.

Q Well, do you think most people were not eating?

A No. I would think most people were carrying their lunch as opposed to not eating, but some were fasting.

Q Now, in your discussions in the Union of the reasons to end this boycott, the only thing you discussed was food spoilage?

A No, I don't think that was the only thing; that was the factor that made our decision.

Q What else was there that was discussed?

A The lack of progress and anything happening.

JUDGE WINKLER: By "anything happening", bringing down the cost of the food?

THE WITNESS: Yes. It appeared that we were at a hopeless deadlock.

Q (By Mr. Rooney) Did you talk about trying to get the information—did you talk about attempting to get the information and compelling the Company to bargain by other means, and therefore the boycott was no longer necessary?

A Yes. In April after the Complaint was issued, the National Labor Relations Board Complaint was issued, we pre- [57] sumed we could work things out either through that or through the negotiations.

Q So that there were other factors besides spoilage of some people's lunch?

A Yes. But once again, the factor that caused us to make that decision was the warmer weather and the spoilage. That was the key factor.

Q How many people can sit in the cafeteria at one time?

A Just an estimate, I would say between 4- and 500; probably closer to 400. I have never counted the chairs. Just guessing.

Q How many people are there on the two major shifts?

A Between 1500 and 1600, I would say.

Q How many lights are there on Joe Orr Road?

A On Joe Orr Road? The only traffic light I know of—and I presume you are talking about from the plant in the direction of the restaurants in that Group A?

Q Yes.

A The only traffic light there would be at the intersection of 14th Street and Cottage Grove, and at Halsted Street and Joe Orr. However, there are at least three stop signs in there—no, two—as opposed to traffic lights. I think Counsel asked earlier going in a different direction.

MR. ROONEY: No further questions.

JUDGE WINKLER: Redirect?

[58] MR. SCHUR: I have some questions, Your Honor.

JUDGE WINKLER: You have some?

REDIRECT EXAMINATION

Q (By Mr. Schur) Mr. Marco, since 1956 when you entered the plant, has Local 588 had stewards and committeemen?

A Yes, they have since 1956. I don't remember exactly the month, but—

Q And have these stewards and committeemen filed grievances and generally administered the contract with Ford?

A Yes, they have.

Q You testified about the number of people who go out to eat lunch. During the boycott did the number of people leaving the premises to eat lunch outside the plant increase?

A No, not that I can recall.

JUDGE WINKLER: Would you know the answer to that, sir?

THE WITNESS: Not from my observation, there was no increase.

JUDGE WINKLER: You don't know whether there was or not? Do you know that?

THE WITNESS: I didn't notice any increase.

JUDGE WINKLER: Did you notice any decrease?

THE WITNESS: No.

JUDGE WINKLER: The witness doesn't know the answer to that. Next question.

Q (By Mr. Schur) Well, is it your opinion that it stayed [59] the same based on your observations?

MR. ROONEY: Objection.

JUDGE WINKLER: Sustained.

Q (By Mr. Schur) All right. You mentioned insects in the plant. Are there rats or mice in the plant?

A We have observed them in the break area.

Q Are you now engaged in negotiating with the Ford Motor Company looking toward the signing of a Local agreement at this particular plant?

A Yes, I am.

Q And approximately when did those negotiations begin?

A July 30th of this year.

Q And in those negotiations have you reached the stage where the Union makes demands upon the Company?

A Yes.

Q Has the Union made any demand with reference to cafeteria and vending machine prices and services?

MR. ROONEY: I am going to object.

JUDGE WINKLER: There is no question about this. The Company concedes in its Answer it refuses to give this data.

Q (By Mr. Schur) Has the Union made any demand in its bargaining with reference to extermination services in the plant?

A Yes, we have. We have demanded pest and rodent control [60] on a weekly basis.

I believe I said July 30th. We began negotiations, I believe it may have been the 31st.

JUDGE WINKLER: Nothing further?

MR. SCHUR: Nothing further.

JUDGE WINKLER: Anything further, sir?

MR. DUBE: Just a moment.

JUDGE WINKLER: Don't feel impelled because you have an opportunity.

MR. DUBE: No further questions.

JUDGE WINKLER: Witness excused. Thank you very much, sir.

(Witness excused.)

JUDGE WINKLER: Anything further?

I see no other witnesses. That must be the answer.

MR. SCHUR: Could we have a minute, Your Honor?

JUDGE WINKLER: Yes, sir. Take five minutes while I check my other proceeding.

(Short recess taken.)

JUDGE WINKLER: I understand that General Counsel has rested.

MR. DUBE: That is correct.

JUDGE WINKLER: Respondent?

MR. ROONEY: Rests.

JUDGE WINKLER: Let me just ask the parties one or two [61] matters.

Is there any legal impact at all—and now I am referring to Joint 7, Page 5, where it indicates that there was some bargaining respecting cafeteria service and vending service and variety at Page 5 of this exhibit, and Joint Exhibit 8—now, there is no date on that first item. Is there any way the parties can tell me what the date of that—oh, I see. “It’s mutually agreed on June 19, 1974. . .” Do you have that before you, sir?

MR. ROONEY: No.

JUDGE WINKLER: It’s the yellow document.

Now, I would like to have the views of both the General Counsel and Respondent on the impact again, if any, of the fact that Respondent did indeed bargain to some extent about cafeteria service, and in considering that, I haven’t had too much time to go through these various exhibits. On Joint Exhibit 8 there is apparently—as of October 29, 1967, at Pages 5 and 6 there is some kind of agreement between the Company—by Company, Ford Motor Company, and the Union with respect to vending and

cafeteria service. Now, my question really comes down to this: Assuming arguendo that there is no obligation generally to bargain about the vending machine stuff and the cafeteria stuff, et cetera, does it make any difference that the parties in fact have bargained to some extent about that subject? In [62] other words, does a generally non-mandatory subject of bargaining change its character as such because there has been bargaining?

Now, I don’t know the answer to that, I must say, but it is a question that sort of piques my curiosity.

MR. ROONEY: I think, if I understand correctly, the reason why the Company felt it had a duty to bargain regarding sanitary conditions and regarding having the cafeteria in the operation, where the line was drawn by Westinghouse. We don’t feel we have to bargain about cafeteria prices. Westinghouse doesn’t answer the question. You have read this obviously. That is a question that has to be researched and briefed, but the reason for putting them in there, from the Company’s standpoint we felt we had a duty to bargain about certain aspects of the cafeteria, specifically sanitary conditions, but not prices.

JUDGE WINKLER: In any event, I think maybe all parties are caught a little by surprise by my question in this connection. Maybe not. But if you were, I think I would like some answers from the respective parties, and I could guess, you know, what the answers will be forthcoming from the respective parties.

On the other hand, we are dealing with very competent Counsel. I want to weigh the respective ar-

guments with appropriate citations of cases, et cetera, et cetera.

[63] Let me ask the General Counsel a question, if I may, please. And I am not going to ask you under Board law what the result of this case, but assuming the Court law to be the controlling law in this area, how would this present case shape up? In other words, is the instant case substantially different and therefore distinguishable from the fact situations existing in the Westinghouse case, the McCann case or McCall case, or is it the McCall case and the Laddish (phonetic) case? On the other hand, don't feel impelled to answer that unless you want to because, again, we are bound—I am going to be bound by what the Board has said. But anyway, it's an interesting question.

MR. DUBE: Well, it is an interesting question, and I suspect the Board in considering this case may feel compelled to consider it in the light of the current Circuit Court authority. I think this case does present a strong fact pattern of a captive audience.

JUDGE WINKLER: Like the other cases?

MR. DUBE: No. At least as strong as the other cases.

JUDGE WINKLER: That is not my question. My question was, is this different from the other cases?

MR. DUBE: Well, it's also a one-union plant.

JUDGE WINKLER: What difference does that make? You are referring to that case where the Court said, "Well, since we have got five or six unions that might make problems"? [64] With all respect for the Court—I am not disagreeing or agreeing with the Court—I think that was just a make-weight argument.

MR. DUBE: I think if the decision is one of basic policy, then probably this case is indistinguishable.

JUDGE WINKLER: Very good.

MR. SCHUR: Your Honor, the Charging Party feels this case is distinguishable from the others. I think I would like to reserve the right to argue that in my brief.

JUDGE WINKLER: Very good.

Well, I suppose we are down to the time for briefs. The most I can allow is five weeks. You can usually have five weeks.

MR. ROONEY: Five weeks from the record?

JUDGE WINKLER: Today.

MR. ROONEY: Can we go off the record for a minute?

(Discussion off the record.)

JUDGE WINKLER: Monday, September 20th.

Does any party desire to make any oral argument at this point?

MR. ROONEY: I would like to say that Monday, September 20th is just about four days after the collective bargaining agreement expires, and it is just going to be very difficult for me to complete a brief.

JUDGE WINKLER: Off the record.

[65] (Discussion off the record.)

JUDGE WINKLER: Let's go on the record.

Gentlemen, although the Rules provide that the limit of my authority for briefs is five weeks, I think it would be really stupid in view of the fact that Respondent's Counsel will be in national negotiations

with the UAW, and for that reason he will be in a position impossible to get a brief in by September 20th. We will take it upon ourselves to give him two weeks longer.

Briefs will be due—

MR. DUBE: Monday, October 4th.

JUDGE WINKLER: October 4th.

All right. Is there anything further anyone desires to say?

MR. ROONEY: No.

MR. DUBE: No.

JUDGE WINKLER: The record is closed.

(Discussion off the record.)

JUDGE WINKLER: On the record.

MR. ROONEY: At the beginning of this hearing you indicated we had to tell you if the agreement—

JUDGE ROONEY [sic]: Let's go off the record a second.






(Discussion off the record.)

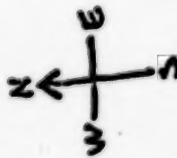
JUDGE WINKLER: The hearing is closed.

(Whereupon, at 4:24 p.m., the hearing in the above-entitled matter was closed.)

U.S. 27 - LINCOLN HIGHWAY

CUTLER DRIVE AVENUE

-  Cafeteria
-  Break Areas
-  Stairways
-  Mezzanine & Entrance
-  Roadway & Parking



Building is approx. 1/4 mile square

Parking
Lot

JOINT EXHIBIT 7

LOCAL UNION NO. 588
Chicago Heights, Illinois

[UAW SEAL]

**International Union, United Automobile
Aircraft and Agricultural Implement
Workers of America**

A G R E E M E N T S

with

FORD STAMPING PLANT
Chicago Heights, Illinois

Effective June 20, 1974

*** * * ***

VENDING AND CAFETERIA SERVICE

It is mutually agreed between Ford Motor Company, Chicago Stamping Plant, and the International Union, UAW Local #588, Chicago Stamping Plant Unit, on 6-19-74, that provisions covering Vending and Cafeteria Service for this plant are as follows:

1. CAFETERIA SERVICE

The Company assures the Union that steam table items will be available at all times during the regular lunch period and that a comparable selection of entries, salads and desserts will be available during all regular lunch periods. In addition, the Company will make arrangements for a delicatessen type sandwich service in the cafeteria. Cafe-

teria supervision will be available during all lunch periods to ensure that employees will be served in a *reasonable* length of time through the main serving lines as well as to provide for the adequacy of food service, condiments and utensils.

2. VENDING SERVICE AND VARIETY

To assure that vending machines will receive prompt servicing in the event of a mechanical breakdown, a sticker will be affixed to each machine indicating the number to call for repair. Further, the Company assures the Union that a greater variety of selections will be maintained in the existing vending machines and that the quality of such items will continue to meet Company standards.

The Company recognizes its continuing responsibility for the satisfactory performance of the caterer and for the expeditious handling of complaints concerned with such performance.

FORD MOTOR COMPANY
Chicago Stamping Plant
L. P. Cecchini
R. L. Smith

INTERNATIONAL UNION,
UAW
Local #588
R. W. Marco
James Trusty
Donald Deel
W. B. Parks
R. Dahlke

* * * *

JOINT EXHIBIT 8

AGREEMENT

between
International Union,
United Automobile Aerospace and
Agricultural Implement Workers

LOCAL UNION NO. 588
Chicago Heights, Illinois

and

FORD STAMPING PLANT
Chicago Heights, Illinois

[UAW SEAL]

(Effective December 11, 1970)

* * * *

FORD MOTOR COMPANY
Chicago Stamping Plant

October 29, 1967

Mr. John M. Conway, President
Local 588, UAW-AFL-CIO
21540 Cottage Grove Avenue
Chicago Heights, Illinois 60411

Improved Vending and Cafeteria Service

This is to advise that in accordance with our discussion during 1967 local negotiations, a meeting was held between representatives of the Company and Al Green Enterprises, Inc. for the purpose of improving cafeteria and vending services.

I was agreed there will be a reassignment of serving and kitchen duties to ensure additional personnel for the serving of steam table items at all times during regular lunch periods.

Additionally, assurance was given that the Cafeteria Manager or an Assistant Manager, during all lunch periods, will be stationed in the cafeteria to ensure the adequacy of food, service, condiments, silverware and utensils.

Silverware will be subjected to continuing additional inspection after washing, and in the event of a temporary shortage of personnel due to absenteeism, etc., a standby supply of clean silverware will be available to ensure an adequate supply during all feeding periods.

To provide condiments for sandwiches dispensed in the "Coke Cribs", dispensers of mustard and catsup will be installed.

It was further agreed that Al Green Enterprises, Inc. will without undue delay following the strike provide a qualified expert from its home office to study local conditions for the purpose of providing attractive "weekly specials", more varied menus and to devise means for improving cashier service.

Additionally, a vending service specialist will study the plant's vending requirements and facilities, including the added milk, pastry and ice cream machines for the purpose of recommending an improved servicing schedule and any additional manpower necessary to implement such schedules. Each vending crib will be serviced at least once a shift.

To ensure that vending machines will be given prompt servicing in the event of mechanical breakdown, an instant means of communication with the mechanic will be provided.

The Company recognizes its continuing responsibility for the satisfactory performance of the caterer and for providing the Union with a means for registering and expeditious handling of complaints concerned with such performance.

/s/ J. E. Conen, Manager
Industrial Relations Dept.

* * * *

JOINT EXHIBIT 13

February 13, 1976

Mr. Tom Brown
Industrial Relations Manager
Ford Motor Company
1000 E. Lincoln Hwy.
Chicago Heights, Ill. 60401

Dear Mr. Brown:

As the certified Bargaining Agent for your Production and Maintenance employees, Local 588 is concerned about prices and services in cafeteria and vending operations. We would like to bargain with you regarding these prices and services.

As you know this is a subject of great concern. Good food at reasonable prices is considered to be a condition of employment by our members. If we discuss this promptly, we may be able to reach full agreement prior to opening of negotiations for a new contract.

Sincerely,

RICHARD W. MARCO
Chairman
Bargaining Committee
Local 588 UAW

RWM:eb
opeiu #28

Please advise me of the time and place that such a bargaining session might take place at your very earliest convenience because of our grave concern about these matters.

JOINT EXHIBIT 14

March 23, 1976

Mr. Tom Brown
Industrial Relations Manager
Ford Motor Company
1000 E. Lincoln Highway
Chicago Heights, Illinois 60411

Dear Mr. Brown:

As you know, since my letter to you of February 13, 1976, the employees have in very large numbers refused to patronize the vending and cafeteria operations in the plant. I hope this has served to emphasize to you the importance which the employees place upon food services. As the certified bargaining agent of the employees, Local 588, is faced with several problems. First, we would like to see that the present local collective bargaining agreement is enforced. Also, we must prepare for forthcoming negotiations when this and the national collective bargaining agreement expire.

In order to satisfactorily perform these functions which must be performed pursuant to law and our responsibility to our membership, we need some additional information from you. As examples of the kinds of information we require, we would like to know what Ford provides for the vending machines and cafeteria, such as electricity, water, etc. We would like to know whether Ford assumes any maintenance responsibilities with reference to any of the cafeteria or vending machine equipment. We would like to know exactly what kind of commission or profit Ford realizes from the food operations. We would

like to know what control Ford has over prices, and what ability Ford has to terminate the "lease," contract or other rights of any food supplier. Indeed, we would like to receive copies of all written agreements between Ford and any food supplier or vending machine operator. We would also like to know if there are any oral agreements regarding food prices, quality, and services.

The effect of cafeteria and vending operations upon employee morale, productivity, and recruitment should be obvious. Will you please send us the requested information as soon as possible, and phone me to make an appointment to discuss this subject with a view to ironing out our problems under the present contract, and also with a view to our forthcoming negotiations.

Sincerely,

RICHARD W. MARCO
President and Chairman of
Bargaining Committee

RWM:eb

JOINT EXHIBIT 15

[Ford Emblem]

February 18, 1976

Metal Stamping Division
Ford Motor Company

Chicago Stamping Plant
1000 East Lincoln Highway
P.O. Box 6
Chicago Heights, Illinois 60411

Mr. R. W. Marco
President-UAW, Local #588
21540 Cottage Grove Avenue
Chicago Heights, Illinois 60411

Dear Mr. Marco:

This letter is in response to your letter dated February 13, 1976 requesting to meet with the Company for the purpose of negotiating prices and services provided by A.R.A. Food Services.

Similar requests have been made by the Union in the past, and the Company's response has been the same, that food prices and services are not a proper subject for negotiations. Appropriately, your request is denied.

/s/ T. M. Brown
T. M. BROWN
Industrial Relations Manager
Chicago Stamping Plant

JOINT EXHIBIT 19

GROUP C

The following restaurants are 3.75 miles from the hourly parking lot to the intersection of Dixie Hwy. (Ill. 1) and Sauk Trail. One severe traffic problem is the C & EI railroad crossing at Jackson Ave. on Sauk Trail. This crossing is blocked by trains more often than not and there are no restaurants in this direction until after these tracks.

1. Pizza Hut—seats 40—parks 12—typ. \$3.00 (pizza, beer, spaghetti)
2. John's Rest.—seats 80—parks 12—typ. \$3.00 (buffet & cocktails)
3. Valentino's—seats 60—parks 20—typ. \$4.00 (luncheon)
4. Dog & Suds—seats 20—parks 40—typ. \$2.00 (drive inn)
5. Brown Onion—seats 120—parks 60—typ. \$4.00 (Luncheon & Cocktails)
6. McDonalds—seats 50—parks 50—typ. \$2.00 (hamburgers)
7. Red Lion—seats 180—Parks 90—typ. \$4.00 (luncheon & cocktails)
8. Burger King—seats 50—parks 80—typ. \$2.00 (hamburgers)

GROUP B

Restaurants

- Ford City (1.6 miles)—seats 37—TYP. 2.00 (Plate Lunch) Parks 15
- Dairy Queen (2.8 miles)—seats 6—parks 20—TYP. 1.50 Sandwich—Ice Cream

Helen's Donut Shop (2.5 miles)—seats 40—parks 15 closes at noon

Taverns

Marion's (1.9 miles)—parks on the street—seats 30—TYP. \$1.50 Sandwich

Silver Tap (2.7 miles)—parks 13—seats 24

GROUP A

Brown's Chicken (4 mi)—seats 32—parks 12—TYP. 2.00 Chicken Carryout

Taco Bell (4.5)—seats 40—parks 10—TYP. 2.00 Mexican Sandwiches

McDonalds (4.5)—seats 110—parks 85—TYP. 2.00 Hamburgers

Ponderosa (4.5)—seats 200—parks 200—TYP. \$2.25 Plate

Pizza Hut (4.5)—seats 100—parks 30—TYP. \$1.50 Sandwich—Pizza

Tivoli (5)—seats 300—parks 200—TYP. \$4.00 (Lunch—Cocktails)

Bonanza (4.5)—seats 150—parks 140—TYP. 2.25 Plate Lunch

Village Inn (4.5)—seats 75—parks 50—TYP. \$2.25 (Plate Lunch)

JOINT EXHIBIT 20

DISTANCES AND TIMES TO SHORT ORDER PLACES

Location	Mileage	Time(min.)
Sugar Shack, Bradfords BBQ on 30 west of State	1.7	5
Hickory Nut BBQ on 30 just east of East End	2.2	6
Dairy Queen on 30 and Halstead	2.4	7
J D Drive In on 30 west of Chgo Road	3.1	9
Prince Castle on 30	3.4	10
Rib Cage, Tastee Freeze, Ky Fried Chicken on 30	3.7	10½
Long Johns Pub on 30	4.0	11
Arbees Roast Beef on 30 east of Western	4.4	12
MacDonalds on Western just south of 30	4.6	13
Bozos on Halstead north of 30	2.7	11
Mornell on Halstead and Chicago north of 30	3.1	
Pizza Hut on Sauk Trail east of Chgo Rd.	3.5	
MacDonalds on Sauk Trail west of Chgo Rd.	3.6	8
Burger King on Chgo Rd south of Sauk Trail	3.6	8
Dog and Suds on Sauk Trail west of Chgo Rd	3.8	9
Bozos on Sauk Trail east of Route 394	2.5	5
Dog and Suds on Sauk Trail and Torrence in Sauk Village	3.4	7
Dairy Queen and MacDonalds on Sauk Trail and Torrence	3.5	8

All distances and times were calculated from the middle of the hourly parking lot traveling at the maximum speed limit. Time walking from the plant floor to the parking lot was not figured.

JOINT EXHIBIT 21

[Ford Emblem]

Ford Motor Company

The American Road
Dearborn, Michigan 48121

March 7, 1972

Mr. Joseph P. Simon, Vice President
ARA Services, Inc.
Independence Square, West
Philadelphia, Pennsylvania 19106

Dear Mr. Simon:

Enclosed please find your copy of the recently negotiated catering-vending agreement for our Chicago Stamping Plant. Please note that my letter of February 11, 1972, modifying this agreement, is to be filed with and made a part of this contract.

This new agreement is effective January 1, 1972 and replaces the catering-vending agreement of January 5, 1970.

Very truly yours,

/s/ Richard W. Mather
RICHARD W. MATHER, Manager
Food Services Department

RWM:og

cc Secretary's Office
R. W. Scott
J. M. Osborne
L. P. Cecchini (2)

[Ford Emblem]

Ford Motor Company

The American Road
Dearborn, Michigan 48121

February 11, 1972

Mr. Joseph P. Simon

Senior Vice President

ARA Services, Inc.

Independence Square, West
Philadelphia, Pennsylvania

Dear Mr. Simon:

ARA Services, Inc. has been operating the food and vending service at Ford's Chicago Stamping Plant under the terms of an agreement dated January 5, 1970.

On December 9, 1971, we agreed in a meeting held in my office to replace the above mentioned agreement and other similar subsidy agreements with a new standard Ford Motor Company agreement modified as necessary for each location.

The purpose of this letter is to state the following financial changes at this location:

- Paragraph 3a is amended to limit Ford's subsidy obligation to \$52,000 per year except that it is understood that if Ford's plant population is reduced to less than 3,850 employees, or in the event that Ford requires Contractor to operate manual food service facilities in addition to those in existence on January 5, 1970, then in either event there shall be no limitation on the amount of the subsidy that Ford is required to pay to

Contractor as a result of Ford's guarantee to pay Contractor's costs and service fee.

- It is further agreed that in the event of a strike at Ford's premises, which lasts more than 45 days, and in the event that Ford requires Contractor to provide manual food and vending service during such strike, the fiscal provisions set forth in Paragraph 3a and Paragraph 3b of the agreement shall be suspended for the duration of the strike and, in lieu thereof, Contractor shall be entitled to receive for its services reimbursement for all direct costs (exclusive of the allowance for general administrative expenses) of the manual food service operation and the vending operation plus 9% of said direct costs to cover Contractor's general administrative expenses and service fee.
- All commissary-prepared food items such as sandwiches, salads, desserts, will be charged to the Ford location at 67% of the suggested retail sales price as listed in the latest published menu of Contractor's Chicago Commissary. This menu price list shall be updated on market conditions quarterly, and will be furnished as published to Ford. The 67% figure shall include raw food cost, labor to produce, package and ship, packaging material costs, labeling and delivery costs along with all other costs incurred in the normal business conducted by Contractor's Commissary. Thus, if the suggested price of hamburger is 35¢, the cost to be charged to the operating statements would be 23.45¢—cooked, packaged and labeled, ready for sale.

If the foregoing correctly covers the exceptions for this location, please sign a copy of this letter and return it to me. This letter becomes a part of the new agreement effective January 1, 1972, and is to be filed with it.

The signed agreement will be forwarded to you upon receipt of a copy of this letter.

Sincerely yours,

/s/ Richard W. Mather
RICHARD W. MATHER, Manager
Food Service Department

RWM:og

Concur:

ARA Services, Inc.

By /s/ Joseph P. Sims

Its Vice President

CATERING-VENDING AGREEMENT

FORD MOTOR COMPANY, a Delaware corporation with offices at The American Road, Dearborn, Michigan (hereinafter called "Ford"), hereby authorizes the undersigned Contractor, and Contractor hereby agrees to operate a manual food service and to supply and operate vending machines at the Ford location, Chicago Stamping Plant, 1000 East Lincoln Highway, Chicago Heights, Illinois upon the terms and conditions hereinafter set forth.

1. *Ford shall:*

- a. furnish at its expense and as it deems suitable, space, office equipment (one file cabinet, desks, chairs and local telephone service), cafeteria equipment (including kitchen equipment, cooking utensils, chairs, tables, counter steam tables, coffee urns, refrigeration, ice machines, china, silverware and glassware), utility outlets, and all heat, electric light, power, gas, steam, and hot and cold water required for the proper operation of said manual food service and vending machines;
- b. keep said mechanical cafeteria equipment in good mechanical condition and furnish at its expense all replacements and repair parts therefor, except as provided in Section 2i;
- c. furnish pre-employment and periodic physical examinations at those locations where Ford has a full-time medical doctor on its

rolls, and furnish courtesy first-aid treatment, where such services are available, to employes of Contractor while engaged in the operation of said manual food service and vending machines; and

- d. furnish all necessary sweeping and mopping of the dining space furnished hereunder.

2. *Contractor shall:*

- a. manage and operate said manual food service and install (including connecting to utility outlets), maintain and service said vending machines in the space allotted, it being understood that title to and ownership of the vending machines shall remain with the Contractor;
- b. obtain all necessary permits and licenses for the conduct of the manual food service and vending machine business in its name and at its expense;
- c. furnish all foods, beverages, and materials of every kind, and all management and labor necessary for the proper operation of said manual food service and vending machines;
- d. furnish products of quality in accordance with purchasing specifications that shall have been submitted to and approved by Ford, and in accordance with a price and portion list for said manual food service and vending machines that shall have been submitted to Ford and that shall be subject to review at the request of Ford or Contractor;

- e. furnish Ford a list showing the number, classification, pay rates and work schedules of personnel who operate said manual food service and vending machines;
- f. furnish Ford a list showing the number, make and type of vending machines and coffee and carbonated beverage formulas;
- g. operate and maintain the manual food service (including, unless excused from so doing in writing by local Ford management, sweeping and mopping of the kitchen and storeroom, cleaning of exhaust hood filters, and washing manual food service tables and chairs) and said vending machines in accordance with all laws, ordinances, regulations and rules of federal, state, and local authority and the standards of cleanliness, safety and health established by Ford; provided, however, that any structural or equipment changes necessary in order to comply with such manual food service requirements and standards shall be made by Ford at its expense;
- h. operate and care for vending machines and all equipment required in the operation of said manual food service so as to keep the same in first-class condition, reasonable wear and tear excepted, and permit inspection of all such machines and equipment by persons designated by Ford at any time to permit a determination that established standards of quality and cleanliness are being met by Contractor;

- i. make (and furnish to Ford) a complete inventory of all utensils, china, silverware, glassware, and equipment every six (6) months, and, at Contractor's expense, immediately replace all utensils, china, silverware, glassware, and equipment missing due to breakage, loss or theft, (replacements of chinaware, silverware, stainless steel flatware, and executive dining room glassware shall be ordered from sources designated by Ford) except that replacements or repairs of mechanical cafeteria equipment due to causes beyond the Contractor's control shall be made by Ford at its expense;
- j. remove daily at its expense all garbage and refuse from the operation of cafeteria and dining room, and, upon its failure to so do, Contractor agrees to pay Ford all reasonable costs, charges, and expenses for removal of the same;
- k. provide waste containers at each vending machine location, if desired by Ford;
- l. have its employees examined by Ford medical doctor, or other competent medical doctor at locations where Ford does not have a full-time medical doctor on its rolls, and employ only persons who have been examined and approved by such doctor, and require all employees to submit to a medical examination each six (6) months during the course of their employment, or at shorter intervals if required by law;

- m. keep said manual food service open, and maintain adequate services at such times and for such periods as shall be approved by Ford;
- n. pay and discharge all taxes and/or license fees which may be levied or imposed on the business of operating said manual food service, the sale of food and beverages, and the operation of said vending machines; and
- o. comply with all rules and regulations at the aforementioned Ford location and not interfere with the ordinary operation thereof.

3. *Fiscal Arrangements*

- a. It is hereby agreed that Contractor receive for its services reimbursement for all direct costs of the food and vending operations at Ford's premises including an allowance for its general administrative costs equivalent to four percent (4%) of net receipts from its operation at Ford's premises together with a service fee of five percent (5%) of such receipts. Net receipts are defined as gross receipts collected, less applicable state and local sales taxes.
- b. Costs for vending will include (1) cost of sales (including all product, cup, condiment and serviceware costs); (2) labor cost (including fringes and taxes) of all resident personnel; (3) equipment depreciation based on net cost of equipment on a write-off of five (5) years (net costs of equipment will

be defined as Contractor's cost of vending machines with all applicable discounts plus sales tax, freight and installation expenses); and (4) all other applicable expenses directly related to this location. All vending receipts in excess of the amount required to reimburse Contractor for its above defined cost of vending operations at Ford's premises including Contractor's allowance for general administrative costs and service fee, will be credited to the combined profit and loss statement as a reduction of any deficit from the manual food service operations on Ford's premises.

c. DISCOUNTS (VENDING AND MANUAL)

- (1) Contractor shall credit to the operating statements, as a reduction of costs, all trade discounts received (either at the local level or at the corporate office) with the exception of cash discounts received for prompt payment.

4. *Accounting*

Within twenty (20) days following the close of each accounting period, Contractor shall submit to Ford three (3) copies of profit and loss statements for such period covering manual food service (Exhibit A), vending machine operations (Exhibit B), and a consolidation of food and vending service (Exhibit C). Should gross receipts be less than the sum of the cost of operation plus the service fee, Ford shall

reimburse Contractor for the deficit within twenty (20) days of invoice date. Within sixty (60) days following the close of Contractor's fiscal year (October accounting period through September accounting period), Contractor will submit to Ford the final year-end statements certified by an independent auditor acceptable to Ford, along with the check for the amount, if any, by which gross receipts for the prior year exceed Contractor's cost of operations including its service fee. One copy of each statement shall be sent to Manager, Food Services Department, Central Office Building, The American Road, Dearborn, Michigan 48121; one copy to Industrial Relations Manager, Metal Stamping Division, Rouge Office Building, 3001 Miller Road, Dearborn, Michigan 48121; and one copy to Manager, Industrial Relations Department, at the location covered by this agreement.

5. Contractor shall indemnify, defend and hold Ford harmless against any and all loss, damage and expense, or claims therefor, for injury to or illness caused any person, or damage, loss or expense to property (excepting property of Ford damaged by fire or extended coverage perils) arising out of the operation of said manual food service and vending machines and the sale of products therefrom, and for any loss, injury or illness resulting from the courtesy first-aid treatment furnished employees of Contractor, and for any loss or penalty resulting from the Contractor's violation of any law or ordinance, except that Contractor shall not be

liable for any loss, damage or expense caused by the sole act or omission of Ford.

6. Contractor shall maintain at its cost and expense, with respect to all its activities under this agreement, workmen's compensation (or employer's liability) insurance, and public liability insurance, including property damage, products liability and contractual liability, with companies acceptable to Ford and in the following minimum amounts:

Public Liability	\$200,000.00 each person \$500,000.00 each accident
Property Damage	\$100,000.00 each accident

Contractor shall furnish Ford with certificates of insurance as evidence of such coverage.

7. Ford shall at all times have access to all space furnished hereunder for the purpose of making repairs and for sanitary, safety and fire inspections; and any recommendations or requirements of Ford relative to sanitation, safety and fire protection shall be promptly complied with by Contractor.
8. No alcoholic beverages of any kind will be stored or offered for sale by Contractor on the aforementioned Ford location.
9. Ford shall not be liable to Contractor for any loss, delay or damage caused by Ford's failure to keep said premises or cafeteria equipment in good repair, or from its failure to furnish electric light, power, gas, steam, water or other services.

10. Ford shall not be liable for any damage to food, materials, or equipment of Contractor.
11. It is understood and agreed that Contractor is an independent contractor and not an employee of Ford, and that the employees of Contractor are not employees of Ford, and Contractor agrees to pay all taxes and contributions required by law for social security, old age pensions, unemployment, or any other law or act relating to its employees.
12. Contractor shall not, without prior written consent of Ford, sublet or assign to third persons any interest under this contract, or in the operation of said manual food services and vending machines.
13. This Agreement hereby supersedes any and all prior Agreements heretofore made between the parties for operation of a manual food service and vending machines at the aforementioned Ford location.
14. The term of this contract shall commence as of January 1, 1972 and shall continue for a period of ninety (90) days and thereafter until terminated at any time at will by either party upon sixty (60) days' notice in writing to the other party. Any notice of termination shall be signed by an officer of the company originating the notice and shall be sent by registered mail, return receipt requested, to the address provided in Section 15.
15. Except as otherwise specifically provided herein, the submission or giving of all written lists, reports, inventories, statements and notices re-

ferred to herein shall be, if to Ford, to the Manager, Food Services Department, Central Office Building, The American Road, Dearborn, Michigan 48121; and if to the Contractor, to President, ARA Services, Inc., Independence Square West, Philadelphia, Pennsylvania 19106.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the 11th day of February, 1972.

FORD MOTOR COMPANY

By /s/ [Illegible]
Its Secretary

By /s/ [Illegible]
ARA SERVICES, INC.
Its Vice President

EXHIBIT A

LOCATION _____
PERIOD COVERED _____

STATEMENT OF PROFIT AND LOSS (MANUAL)

	Current Period	Year-to-Date
	\$ _____ %	\$ _____ %
Net Sales		
Cost of Sales		
Meat, Fish & Poultry		
Dairy Products		
Bakery Goods		
Produce		
Groceries		
Beverages		
Other		
Total Food Cost	\$ _____ %	\$ _____ %
Cost of Labor		
Salaries & Wages		
Payroll Taxes		
Insurance, Vacation & Holiday Accrual		
Other Payroll Expense		
Total Labor Cost	\$ _____ %	\$ _____ %

STATEMENT OF PROFIT AND LOSS (MANUAL)—Continued

	Current Period	Year-to-Date
Other Operating Expenses		
Paper Supplies		
China, Glassware & Silver Replacement		
Laundry & Cleaning Supplies		
General Insurance		
Miscellaneous Expense		
Administrative Expense		
Total Other Expense	\$ — %	\$ — %
Total Operating Expense	\$ — %	\$ — %
Net Profit or Loss (Cr.)	\$ — %	\$ — %

EXHIBIT B

LOCATION

PERIOD COVERED

STATEMENT OF PROFIT AND LOSS (VENDING)

	No. of Machines	Current Period	Year-to-Date
Gross Sales		\$	%
Hot Beverages			
Cold Beverages			
Candy, Gum, Etc.			
Cigarettes			
Cigars			
Milk & Juice			
Ice Cream			
Pastry			
Hot Canned Food			
Other Food			
Totals		\$	%
Less Sales Tax		\$	%
Total Net Sales		\$	%
Cost of Sales			
Hot Beverages			
Cold Beverages			
Candy, Gum, Etc.			
Cigarettes			
Cigars			

STATEMENT OF PROFIT AND LOSS (VENDING)—Continued

	Current Period	Year-to-Date
Milk & Juice		
Ice Cream		
Pastry		
Hot Canned Food		
Other Food		
Total Cost of Sales	\$ — %	\$ — %
Cost of Labor		
Salaries and Wages		
Payroll Taxes		
Insurance, Vacation & Holiday Accrual		
Other Payroll Expenses		
Total Labor Cost	\$ — %	\$ — %
Other Operating Expenses		
Repairs & Maintenance		
Depreciation		
Supplies		
General Insurance		
Miscellaneous Expense		
Administrative Expense		
Total Other Expense	\$ — %	\$ — %
Total Operating Cost	\$ — %	\$ — %
Net Profit or Loss (Cr.)	\$ — %	\$ — %

NOTE: All percentages are to be based on total net sales except individual product costs which are to be based on gross sales by product.

98

EXHIBIT C

(Show Contractor Name Here)

FORD MOTOR COMPANY LOCATION _____
PERIOD COVERED _____

COMBINED STATEMENT—MANUAL AND VENDING

	Current Period	Year-to-Date
Total Net Sales	\$ — %	\$ — %
Cost of Sales		
Cost of Labor		
Other Expenses		
Total Operating Cost		
Net Profit or Loss (Cr.)		
Management Fee		
Refund or Subsidy (Cr.)	\$ — %	\$ — %

99

SUPREME COURT OF THE UNITED STATES

No. 77-1806

FORD MOTOR COMPANY, ETC.,
Petitioner

v.

NATIONAL LABOR RELATIONS BOARD, ET AL.

ORDER ALLOWING CERTIORARI

Filed October 10, 1978

The petition herein for a writ of certiorari to the United States Court of Appeals for the Seventh Circuit is granted.